

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

**Electricity suppliers Licence: Standard Conditions - Consolidated to 04 March 2013**

**Gas and Electricity Markets Authority**

**ELECTRICITY ACT 1989**

**Standard conditions of  
electricity supply licence**

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**Electricity suppliers Licence: Standard Conditions - Consolidated to 04 March 2013**

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# **SECTION A: STANDARD CONDITIONS FOR ALL SUPPLIERS**

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

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**Electricity suppliers Licence: Standard Conditions - Consolidated to 01 November 2012**

## **Condition 1. Definitions for standard conditions**

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

### **Definitions in alphabetical order**

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

|                                |   |
|--------------------------------|---|
| <b>Act</b>                     | means the Electricity Act 1989;   |
| <b>Affiliate</b>               | means, in relation to an Electricity Supplier, any holding company or subsidiary or subsidiary undertaking of a holding company of the licensee, in each case within the meaning of the Companies Act 2006;   |
| <b>Applicable Customer</b>     | 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:<br><ul style="list-style-type: none"><li>(a) immediately before the restriction or revocation takes effect, his premises are being supplied with electricity by the licensee; and</li><li>(b) in the case of a restriction, his premises will be excluded by it from this licence;</li></ul> |
| <b>Application Regulations</b> | means regulations made under section 6A of the Act that set out the form and manner in which applications for an Electricity Supply Licence or an extension or restriction of such a licence are to be made;  |
| <b>Authorised</b>              | in relation to any business or activity, means authorised by licence granted or treated as granted under section 6 of the Act or, in appropriate cases, by exemption granted under section 5 of the Act;  |

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**Electricity suppliers Licence: Standard Conditions - Consolidated to 04 March 2013**

|  |   |
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| <b>Authorised Electricity Operator</b>       | means any person (other than the licensee) who is Authorised to generate, participate in the transmission of, distribute or supply electricity, participate in the operation of an Interconnector or provide a smart meter communications service and includes any person who has made an application to be so Authorised which has not been refused and any person transferring electricity to or from or across an Interconnector or who has made an application for use of an Interconnector which has not been refused; |
| <b>Authority</b>                             | means the Gas and Electricity Markets Authority established under section 1 of the Utilities Act 2000;  |
| <b>Balancing and Settlement Code</b>         | means the Balancing and Settlement Code provided for in standard condition C3 (Balancing and Settlement Code (BSC)) of the Transmission Licence;  |
| <b>Bill</b>                                  | means an invoice or a demand for payment or any other instrument of the same or similar character and purpose;  |
| <b>Central Charge Database</b>               | has the meaning given in paragraph 1 of standard condition 35;  |
| <b>Charges</b>                               | means Charges for the Supply of Electricity and Green Deal Charges;   |
| <b>Charges for the Supply of Electricity</b> | means, as between the licensee and a Customer, charges made by the licensee in respect of the supply of electricity to that Customer's premises, including any charges made for the provision of an Electricity Meter;  |
| <b>Competition Commission</b>                | means the body of that name established by section 45 of the Competition Act 1998;  |
| <b>Connection and Use of System Code</b>     | means the Connection and Use of System Code provided for in standard condition C10 (Connection and Use of System Code (CUSC)) of the Transmission Licence;  |
| <b>Consequential Change</b>                  | means a modification required to an Industry Code to which the licensee is a party, solely to give full and timely effect to a modification made to that or any other Industry Code;  |
| <b>Consumer Council</b>                      | means the Gas and Electricity Consumer Council established under section 2 of the Utilities Act 2000;   |
| <b>Consumer Direct</b>                       | means the body of that name which is funded by the Office of Fair Trading to provide a consumer advice helpline;  |



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| <b>Contract</b>                              | includes, as between the licensee and a Customer, a contract deemed to have been made because of paragraph 23 of Schedule 7 to the Utilities Act 2000 but does not include a Deemed Contract and related expressions must be read accordingly;   |
| <b>Credit Limiting</b>                       | means the practice by which the licensee limits the amount by which the total Charges for the Supply of Electricity 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; |
| <b>Current Transformer Electricity Meter</b> | Means an Electricity Meter which uses a current transformer as part of the mechanism for measuring the electric current;   |
| <b>Customer</b>                              | means any person supplied or requiring to be supplied with electricity at any premises in Great Britain but does not include any Authorised Electricity Operator in its capacity as such;  |
| <b>Deemed Contract</b>                       | means, as between the licensee and a Customer, a contract deemed to have been made because of paragraph 3 of Schedule 6 to the Act but does not include a contract deemed to have been made because of paragraph 23 of Schedule 7 to the Utilities Act 2000;   |
| <b>Designated Premises</b>                   | means Non-Domestic Premises at which a metering point falls within profile class 3 or 4 as defined in the Balancing and Settlement Code on 30 November 2012;   |
| <b>Directive</b>                             | means Directive 2009/72/EC of the European Parliament and of the Council of 13 July 2009 concerning common rules for the internal market in electricity and repealing Directive 2003/54/EC(a);   |
| <b>Disconnect</b>                            | in relation to the supply of electricity only, means to stop that supply to a Domestic Premises and related expressions must be read accordingly;  |
| <b>Distribution Code</b>                     | means, in relation to any Licensed Distributor, the Distribution Code required to be prepared by it and approved by the Authority in accordance with standard condition 9 (Distribution Code) of the Distribution Licence;   |

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| <b>Distribution Connection and Use of System Agreement</b> | means the Distribution Connection and Use of System Agreement designated by the Authority in accordance with standard condition 9B (Distribution Connection and Use of System Agreement) of the Distribution Licence; |
| <b>Distribution Licence</b>                                | means a distribution licence granted or treated as granted under section 6(1)(c) of the Act;  |
| <b>Distribution Services Area</b>                          | has the meaning given in and is to be interpreted in accordance with standard condition 2 (Application of Section C (Distribution Services Obligations)) of the Distribution Licence;                                 |
| <b>Distribution System</b>                                 | has the meaning given in standard condition 1 (Definitions and Interpretation) of the Distribution Licence;   |
| <b>Domestic Customer</b>                                   | means a Customer supplied or requiring to be supplied with electricity at Domestic Premises but excludes such Customer insofar as he is supplied or requires to be supplied at premises other than Domestic Premises; |
| <b>Domestic Premises</b>                                   | has the meaning given in and is to be interpreted in accordance with standard condition 6 (Classification of premises);   |
| <b>Domestic Supply Contract</b>                            | means a Contract for the supply of electricity to Domestic Premises;  |
| <b>Domestic Supply Direction</b>                           | 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;                         |
| <b>Electricity Meter</b>                                   | means a meter which conforms to the requirements of paragraph 2 of Schedule 7 to the Act and is of an appropriate type for measuring the quantity of electricity supplied;  |
| <b>Electricity Supplier</b>                                | means any person Authorised to supply electricity;  |
| <b>Electricity Supply Licence</b>                          | means an electricity supply licence granted or treated as granted under section 6(1)(d) of the Act;   |
| <b>Electronic Communication</b>                            | means a message comprising text or an image of text that:<br>(a) is sent over a Public Electronic Communications Network;   |

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- (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;
  
- Energy Performance Certificate** has the meaning given to "energy performance certificate" in regulation 2(1) of (as the context requires):
  - (a) the Energy Performance of Buildings (Certificates and Inspections) (England and Wales) Regulations 2007; or
  - (b) the Energy Performance of Buildings (Scotland) Regulations 2008;
  
- EPC UPRN** means an Energy Performance Certificate Unique Property Reference Number;
  
- EPC Reference Number** means the unique reference number under which data is registered pursuant to (as the context requires):
  - (a) regulation 31(3)(a) of the Energy Performance of Buildings (Certificates and Inspections) (England and Wales) Regulations 2007; or
  - (b) regulation 10(5)(a) of the Energy Performance of Buildings (Scotland) Regulations 2008;
  
- Estimated Costs** means costs estimated by the Authority as likely to have been the costs incurred by the Competition Commission in connection with references to it in respect of this licence or any other licence granted under the Act or the Gas Act 1986, such estimate having regard to any views of the Competition Commission;
  
- Financial Year** means a period of 12 months beginning on 1 April each year and ending on 31 March of the next calendar year;
  
- Fuel Security Code** means the Fuel Security Code designated by the Secretary of State;
  
- Generation Licence** means a generation licence granted or treated as granted under section 6(1)(a) of the Act;

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| <b>Green Deal Arrangements Agreement or GDAA</b> | means the agreement referred to and providing for such matters as are set out in standard condition 38 (Green Deal Arrangements Agreement), in the form approved by the Secretary of State from time to time;                      |
| <b>Green Deal Bill Payer</b>                     | means a “bill payer” within the meaning of the Green Deal Regulations;   |
| <b>Green Deal Charge</b>                         | 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;   |
| <b>Green Deal Electricity Savings</b>            | means, the annual financial savings (or increased costs) on consumption from electricity, as identified by the Green Deal Provider and notified to the licensee for the relevant Green Deal Plan;                                  |
| <b>Green Deal Gas Savings</b>                    | means the annual financial savings (or increased costs) on consumption from gas, as identified by the Green Deal Provider and notified to the licensee for the relevant Green Deal Plan;   |
| <b>Green Deal Licensee</b>                       | means a licensee that is a Mandatory Green Deal Licensee or a Voluntary Green Deal Licensee;   |
| <b>Green Deal Other Fuel Savings</b>             | means the annual financial savings (or increased costs) on consumption from fuel sources (other than electricity and gas), as identified by the Green Deal Provider and notified to the licensee for the relevant Green Deal Plan; |
| <b>Green Deal Plan</b>                           | has the meaning given to “green deal plan” in section 1(3) of the Energy Act 2011;   |
| <b>Green Deal Premises</b>                       | has the meaning given in paragraph 7 of standard condition 6;  |
| <b>Green Deal Provider</b>                       | a person who is authorised to act as a green deal provider under the Green Deal Regulations;   |
| <b>Green Deal Regulations</b>                    | means the Green Deal Framework (Disclosure, Acknowledgment, Redress etc.) Regulations 2012;  |
| <b>Green Deal Relevant Date</b>                  | means:<br>(a) 1 October 2012; or<br>(b) 31 December each year;   |

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| <b>Grid Code</b>  | means the Grid Code provided for in standard condition C14 (Grid Code) of the Transmission Licence;   |
| <b>Holding Company</b>                                  | means a holding company within the meaning of sections 736, 736A and 736B of the Companies Act 1985;  |
| <b>Industry Codes</b>                                   | means any and all of the following: <ul style="list-style-type: none"><li>(a) the Balancing and Settlement Code;</li><li>(b) the Connection and Use of System Code;</li><li>(c) the Distribution Code;</li><li>(d) the Distribution Connection and Use of System Agreement;</li><li>(e) the Grid Code; and</li><li>(f) the Master Registration Agreement;</li></ul>   |
| <b>Information</b>                                      | 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;  |
| <b>In-Home Display (or IHD)</b>                         | 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: <ul style="list-style-type: none"><li>(a) is a device of a type identified in;</li><li>(b) has the functional capability specified by; and</li><li>(c) complies with the other requirements of,</li></ul> the IHD Technical Specification applicable at that date: |
| <b>In-Home Display (or IHD) Technical Specification</b> | means the document (or part of a document) which: <ul style="list-style-type: none"><li>(a) identifies itself as such;</li><li>(b) applies in respect of the device referred to in that document as an in-home display; and</li><li>(c) is designated by the Secretary of State,</li></ul>  |

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|   | 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;   |
| <b>Interconnector</b>                         | has the meaning given to “electricity interconnector” in section 4(3E) of the Act;  |
| <b>Interconnector Licence</b>                 | means an interconnector licence granted or treated as granted under section 6(1)(e) of the Act;   |
| <b>Last Resort Supply Direction</b>           | means a direction given by the Authority to the licensee that specifies or describes the premises to be supplied with electricity in accordance with standard condition 8 (Obligations under Last Resort Supply Direction);   |
| <b>Last Resort Supply Payment</b>             | means a sum of money payable to the licensee to compensate for any additional costs it incurs in complying with a Last Resort Supply Direction;   |
| <b>Load Limiting</b>                          | means the practice by which the licensee limits the number of kilowatts or kilowatt hours supplied to a Domestic Premises in accordance with a Domestic Supply Contract and related expressions must be read accordingly;   |
| <b>Licensed Distributor</b>                   | means any holder of a Distribution Licence;   |
| <b>Licensed Distributor’s Enquiry Service</b> | means, in relation to the Licensed Distributor whose system is connected to the Customer’s premises, the service established and operated by that distributor under standard condition 6 (Safety and Security of Supplies Enquiry Service) of the Distribution Licence, which may be used by any person to receive reports and offer information, guidance or advice about any matter or incident that:<br><br>(a) causes danger or requires urgent attention, or is likely to cause danger or require urgent attention, in relation to the supply or distribution of electricity; or<br><br>(b) affects or is likely to affect the maintenance of the security, availability and quality of service of the Distribution System through which premises are supplied with electricity; |
| <b>Mandatory Green Deal Licensee</b>          | means a licensee that as at a Green Deal Relevant Date:<br><br>(a) supplied electricity to at least 250,000 Customers; or<br><br>(b) together with its Affiliates jointly supplied electricity  |

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to at least 250,000 Customers;

|   |  |
|---|--|
| <b>Master Registration Agreement</b>    | means the agreement of that name referred to and providing for such matters as are set out in standard condition 37 (Metering Point Administration Service and the Master Registration Agreement) of the Distribution Licence; |
| <b>Metering Equipment</b>               | means an Electricity Meter and any associated equipment which materially affects the operation of that meter;  |
| <b>Multi-Site Contract</b>              | has the meaning given in and is to be interpreted in accordance with standard condition 6 (Classification of premises);  |
| <b>Non-Domestic Customer</b>            | means a Customer who is not a Domestic Customer;   |
| <b>Non-Domestic Outstanding Charges</b> | means the amount of any Charges which are due to the licensee from a Non-Domestic Customer under a Non-Domestic Supply Contract or a Deemed Contract, and which remain unpaid.   |
| <b>Non-Domestic Premises</b>            | has the meaning given in and is to be interpreted in accordance with standard condition 6 (Classification of premises);  |
| <b>Non-Domestic Supply Contract</b>     | means a Contract for the supply of electricity to Non-Domestic Premises, as varied from time to time;  |
| <b>Non-Green Deal Licensee</b>          | means a licensee that is not a Green Deal Licensee;  |
| <b>Non-Green Deal Premises</b>          | has the meaning given in paragraph 8 of standard condition 6;  |
| <b>Non-Half-Hourly Meter</b>            | means an Electricity Meter other than one which is configured to record the quantity of electricity (calculated in kWh) supplied to premises during each half-hour period of supply;   |
| <b>Notice</b>                           | means notice given directly to a person in Writing;  |
| <b>Outstanding Charges</b>              | means the amount of any Charges 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;                 |
| <b>Participating</b>                    | has the meaning given by section 260 of the Companies  |

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|                                   |  |
|-----------------------------------|--|
| <b>Interest</b>                   | Act 1985;  |
| <b>Pensionable Age</b>            | means, in relation to any person, pensionable age within the meaning given by section 48(2B) of the Gas Act 1986;  |
| <b>Prepayment Meter</b>           | includes any Electricity Meter operating in a mode which requires a Customer to pay Charges in advance, and references to the installation or removal of a Prepayment Meter includes the switching of any Electricity Meter to or from such a mode;  |
| <b>Principal Terms</b>            | <p>means, in respect of any form of Contract or Deemed Contract, the terms that relate to:</p> <ul style="list-style-type: none"><li>(a) Charges;</li><li>(b) any requirement to pay Charges through a Prepayment Meter;</li><li>(ba) in relation to a Domestic Supply Contract, any Credit Management which applies, including the Credit Limit;</li><li>(bb) in relation to a Domestic Supply Contract, any Load Limiting which applies, including the Load Limit;</li><li>(c) any requirement for a Security Deposit;</li><li>(d) the duration of the Contract or Deemed Contract;</li><li>(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,</li></ul> <p>and any other term that may reasonably be considered to significantly affect the evaluation by the Customer of the Contract under which electricity may be supplied to his premises;</p> |
| <b>Priority Services Register</b> | 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);  |
| <b>Proposed Supplier Transfer</b> | in relation to any premises at which an Electricity Supplier is supplying electricity, means the proposed transfer of responsibility for that supply from that Electricity Supplier  |



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|   |  |
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|   | to any other Electricity Supplier;   |
| <b>Protocol</b>                                 | means the arrangements in force under the Master Registration Agreement by which Charges owed to an Electricity Supplier by a Domestic Customer to whom electricity is supplied through a Prepayment Meter may be assigned to any other Electricity Supplier;                              |
| <b>Public Electronic Communications Network</b> | has the meaning given in section 151 of the Communications Act 2003;   |
| <b>Regulation</b>                               | means Regulation 2009/714/EC of the European Parliament and of the Council of 13 July 2009 on conditions for access to the network for cross-border exchanges in electricity and repealing Regulation 2003/1228/EC(b);   |
| <b>Related Metering Points</b>                  | has the meaning given in clause 1.1 of the Master Registration Agreement;  |
| <b>Relevant Distributor</b>                     | in relation to any premises, means, except in standard condition 15 (Assistance for areas with high distribution costs scheme: payments to System Operator), the Licensed Distributor to whose Distribution System those premises are connected and in whose licence Section C has effect; |
| <b>Relevant Electricity Supplier</b>            | in relation to any premises, means the Electricity Supplier that is supplying electricity to the premises;   |
| <b>Relevant Proportion</b>                      | means the proportion of the costs attributable to either the Authority or the licensee in accordance with any direction issued by the Competition Commission under section 177(3) of the Energy Act 2004 or, in the absence of such direction, zero;                                       |
| <b>Representative</b>                           | in relation to the licensee, means any person directly or indirectly authorised to represent the licensee in its dealings with Customers;  |
| <b>Section B</b>                                | means the section of the standard conditions of that name which is given effect in this licence in accordance with standard condition 3 (Application of Section B of standard conditions) and, if it has effect, allows the licensee to supply electricity to Domestic Premises;           |
| <b>Security Deposit</b>                         | means a deposit of money as security for the payment of  |

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|  |   |
|--|---|
|  | Charges;  |
| <b>Smart Metering Designated Date</b>                            | means the date on which the SME Technical Specification is designated by the Secretary of State;  |
| <b>Smart Metering Equipment (or SME) Technical Specification</b> | means the document (or part of a document) which:<br>(a) identifies itself as such;<br>(b) applies in respect of an Electricity Meter and any associated or ancillary device installed or provided for the purposes of the supply of electricity (excluding an IHD); and<br>(c) is designated by the Secretary of State,<br><br>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;   |
| <b>Smart Metering System</b>                                     | means a system installed at premises for the purposes of the supply of electricity to those premises which:<br>(a) if installed after the Smart Metering Designated Date, on the date on which it is installed; or<br>(b) if installed on or before the Smart Metering Designated Date, on the Designated Date,<br><br>as a minimum:<br>(i) consists of an Electricity Meter and any associated or ancillary devices identified in;<br>(ii) has the functional capability specified by; and<br>(iii) complies with the other requirements of,<br><br>the SME Technical Specification applicable at that date; |
| <b>Subsidiary</b>  | means a subsidiary within the meaning of sections 736, 736A and 736B of the Companies Act 1985;   |
| <b>Supply Number</b>   | means a number relevant to the registration of a Customer that is prescribed by the Master Registration Agreement;  |
| <b>Supply Services Area</b>                                      | means the area specified as such by the Authority under standard condition 3 (Application of Section D (Supply Services Obligations)) of the licensee's Electricity Supply  |

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|--------------------------------------|---|
|                                      | Licence in the form in which that licence was in force at 31 July 2007;   |
| <b>Supply Start Date</b>             | has the meaning given in clause 1.1 of the Master Registration Agreement;   |
| <b>Termination Fee</b>               | 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; |
| <b>Transmission Licence</b>          | means a transmission licence granted or treated as granted under section 6(1)(b) of the Act;  |
| <b>Undertaking</b>                   | has the meaning given in section 259 of the Companies Act 1985;   |
| <b>Voluntary Green Deal Licensee</b> | means a licensee who is not a Mandatory Green Deal Licensee but who is a party to the GDAA;   |
| <b>Website</b>                       | means a website controlled and used by the licensee to communicate with a Customer for reasons relating to the supply of electricity;   |
| <b>Winter</b>                        | means the months of October, November, December, January, February and March;   |
| <b>Working Day</b>                   | 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;            |
| <b>Writing</b>                       | includes writing sent or received by Electronic Communication and “ <b>Written</b> ” shall be construed accordingly.  |

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

**Electricity suppliers Licence: Standard Conditions - Consolidated to 04 March 2013**

## **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 and any reference to a statute or subordinate legislation is a reference to that statute or subordinate legislation as amended or re-enacted from time to time.
- 2.3 The heading or title of any section, standard condition, schedule, paragraph or sub-paragraph in the standard conditions of this licence is for convenience only and does not affect the interpretation of the text to which it relates.
- 2.4 Unless the context otherwise requires:
  - (a) any reference in the standard conditions of this licence to a section, standard condition, schedule, paragraph or sub-paragraph is a reference to it in the standard conditions of this licence;
  - (b) any reference in a standard condition of this licence to a paragraph or sub-paragraph is a reference to it in that standard condition; and
  - (c) any reference in the standard conditions of this licence to any natural or legal person includes that person's successors.
- 2.5 Any reference in the conditions of this licence to any of the following:
  - (a) a provision of the conditions of this licence;
  - (b) a provision of the conditions of the Distribution Licence;
  - (c) a provision of the conditions of the Generation Licence;
  - (d) a provision of the conditions of the Transmission Licence; or
  - (e) a provision of the conditions of the Interconnector Licence,is to be read, if the conditions of this licence or of any of the other licences are subsequently modified, as a reference (so far as the context permits) to the corresponding provision of the relevant conditions.

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**Electricity suppliers Licence: Standard Conditions - Consolidated to 04 March 2013**

## **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**

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

**Electricity suppliers Licence: Standard Conditions - Consolidated to 04 March 2013**

- 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, 39, 40, 45 or 46 of this licence to give a direction 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, 39, 40, 45 or 46 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, 39, 40, 45 or 46 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, 39, 40, 45 or 46 of this licence, which is in effect immediately before that standard condition is modified, has continuing effect for so long as it is permitted or required by or under the modified standard condition.

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**Electricity suppliers Licence: Standard Conditions - Consolidated to 04 March 2013**

### **Condition 3. Application of Section B of standard conditions**

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

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

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**Electricity suppliers Licence: Standard Conditions - Consolidated to 04 March 2013**

## **Condition 4. Licensee's payments to Authority**

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



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## **Condition 5. Provision of Information to Authority 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 47 of the Act; or
  - (b) the licensee could not be compelled to produce or give the Information in evidence in civil proceedings before a court.
- 5.3 After receiving a request from the Authority for reasoned comments on the accuracy and text of any Information relating to the licensee's activities under or pursuant to this licence which the Authority proposes to publish under section 48 of the Act, the licensee must give such comments to the Authority when and in the form requested.
- 5.4 The Authority's power to request Information under this condition is additional to its power to call for information under or pursuant to any other condition of this licence.

### **Data retention**

- 5.5 The licensee shall keep, for at least five years, the Relevant Data relating to any transactions in electricity supply contracts and electricity derivatives with wholesale customers, transmission system operators or any person who sells electricity 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 electricity derivatives, the obligation to keep the Relevant Data shall only apply once the European Commission has adopted guidelines pursuant to paragraph 4 of Article 40 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.

### **Definitions for condition**

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5.9 For the purposes of this condition:

**“Relevant Data”** means details on the characteristics of all transactions in electricity supply contracts and electricity derivatives with wholesale customers, transmission system operators, or any person who sells electricity 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 electricity supply contracts and electricity derivatives.

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## **Condition 6. Classification of premises**

### **Domestic Premises**

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

### **Non-Domestic Premises**

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

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

### **Changes in use of electricity**

6.3 This paragraph applies if:

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

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

### **Multi-Site Contracts**

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

**Green Deal Premises**

- 6.7 A Green Deal Premises is a premises at which Green Deal Charges are owed to a Green Deal Provider.
- 6.8 A Non-Green Deal Premises is a premises that is not a Green Deal Premises.

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Electricity suppliers Licence: Standard Conditions - Consolidated to 01 November 2012

**Standard conditions 7 to 10:  
Continuity of supply**

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

**Electricity suppliers Licence: Standard Conditions - Consolidated to 01 November 2012**

## **Condition 7. Terms of Contracts and Deemed Contracts**

### **Termination of Contracts and Deemed Contracts**

- 7.1 Each Contract and Deemed Contract for the supply of electricity to a premises must provide for itself to end when a Last Resort Supply Direction given to any other Electricity Supplier has effect in relation to that premises.
- 7.2 If a Domestic Supply Contract provides for both the supply of electricity to a premises and the provision of any other good or service, the reference in paragraph 7.1 to ending that contract is a reference to ending it for the supply of electricity to the premises only.
- 7.2A The reference in paragraph 7.2 to any other service shall not be construed to include the collection of Green Deal Charges pursuant to paragraph 2 of standard condition 36.

### **Terms of Deemed Contracts must not be unduly onerous**

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

### **Continuity and termination of Deemed Contracts**

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

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

**Information for Customers about Deemed Contracts**

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

**Calculation of consumption under Deemed Contracts**

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

**Effect of Last Resort Supply Direction on Deemed Contracts**

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

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## **Condition 7A. Supply to Micro Business Consumers**

### **Identification and treatment of Micro Business Consumers**

7A.1 If the licensee intends to:

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

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

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

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

### **Notification of Micro Business Consumer Contract terms and other information**

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

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

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

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



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- 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:

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- (a) the Statement of Renewal Terms (unless the licensee has already prevented the Micro Business Consumer from extending the duration of the Micro Business Consumer Contract);
  - (b) a copy of any relevant Principal Terms that might apply to the Micro Business Consumer after the fixed term period of the Micro Business Consumer Contract ends, including:
    - (i) terms that would apply in the event the Customer does nothing;
    - (ii) terms that would apply if the Customer sends (or has already sent) a notification in Writing before the Relevant Date to prevent renewal of the Micro Business Consumer Contract but does not appoint another supplier.
- 7A.9 Where pursuant to paragraph 7A.8 the licensee is required to provide a Micro Business Consumer with any relevant Principal Terms, it must ensure that the Principal Terms are:
- (a) set out in Writing; and
  - (b) drafted in plain and intelligible language.

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

**Length of notice periods in Micro Business Consumer Contracts**

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

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

**Extending the duration of Micro Business Consumer Contracts**

- 7A.13 Where the licensee has entered into a Micro Business Consumer Contract for a fixed term period, it may only extend the duration of that Contract for a further fixed term period if:
- (a) it has complied with paragraphs 7A.7 and 7A.8;

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

### **Definitions for condition**

7A.14 In this condition:

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

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## **Condition 7C. Restriction on supplying Green Deal Premises**

- 7C.1 Before a Non-Green Deal Licensee enters into a Contract with a Customer, it must take (and ensure that any Representative takes) all reasonable steps to:
- (a) ascertain whether the premises of that Customer are Green Deal Premises;  
and
  - (b) communicate to that Customer in plain and intelligible language that the licensee will not be able to supply the premises of the Customer if the premises are Green Deal Premises.
- 7C.2 A Non-Green Deal Licensee must not supply electricity to any Green Deal Premises.

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## **Condition 8. Obligations under Last Resort Supply Direction**

### **Last Resort Supply Direction**

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

### **Licensee’s obligations**

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

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- 8.5 Within a reasonable period of time after receiving a Last Resort Supply Direction, the licensee must send a Notice to each of the premises specified or described in the Last Resort Supply Direction to inform each Customer:
- (a) that the other supplier stopped supplying electricity to his premises with effect on and from the date on which the Last Resort Supply Direction had effect;
  - (b) that the licensee began to supply electricity to his premises with effect on and from the date on which the Last Resort Supply Direction had effect;
  - (c) that the licensee is supplying electricity to the Customer's premises under a Deemed Contract;
  - (d) that the Customer may enter into a Contract with the licensee or any other Electricity Supplier under which electricity will be supplied to his premises;
  - (e) of the Charges for the Supply of Electricity that the licensee may charge the Customer while supplying him under the Last Resort Supply Direction; and
  - (f) if the Customer is a Green Deal Bill Payer, a statement to the effect that the premises are Green Deal Premises and that the Green Deal Charges will be added to the charges for the Supply of Electricity notified to the Customer under paragraph (e) above.

**Charges under Last Resort Supply Direction**

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

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## **Condition 9. Claims for Last Resort Supply Payment**

### **Ability to make claim**

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

### **Process for making claim**

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

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

**Submissions to Relevant Distributors**

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



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## **Condition 10. Restriction or revocation of licence**

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

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## **Standard conditions 11 to 19: Industry activities and procedures**

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

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## **Condition 11. Compliance with codes**

### **Industry Codes**

11.1 The licensee must comply with:

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

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

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

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

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

### **Power to issue direction to relieve certain industry code obligations**

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

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

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

- (a) the process for requesting the Authority to grant a direction under SLC 11.3;
- (b) the type of information that is likely to be required by the Authority as part of that process; and
- (c) the criteria the Authority would have regard to in considering whether and to what extent to exercise its power to give a direction under paragraph 11.3;

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### **Consequential changes**

- 11.6 If a Consequential Change is required, the licensee must take all reasonable steps to secure, and must not take any unreasonable steps to prevent or delay, the making or implementation of that Consequential Change.
- 11.7 Paragraph 11.3 is without prejudice to:
- (a) any rights of appeal that the licensee may have in relation to decisions made by the Authority under the Industry Codes; and
  - (b) any rights of approval, veto, or direction that the Authority or the Secretary of State may have in relation to changes to the Industry Codes.

### **Fuel Security Code**

- 11.8 The licensee must comply with the Fuel Security Code.
- 11.9 The Fuel Security Code has effect as a standard condition of this licence.

### **Green Deal Arrangements Agreement**

- 11.10 Where the licensee is a Mandatory Green Deal Licensee, it must be a party to the Green Deal Arrangements Agreement, comply with Part 2 (Governance and Change Control) of the Green Deal Arrangements Agreement, and other provisions of the Green Deal Arrangements Agreement where directed by the Authority, and facilitate achievement of the objective of the Green Deal Arrangements Agreement.
- 11.11 Where the licensee is a Voluntary Green Deal Licensee and is party to the Green Deal Arrangements Agreement, it must comply with Part 2 (Governance and Change Control) of the Green Deal Arrangements Agreement, and other provisions of the Green Deal Arrangements Agreement where directed by the Authority, and facilitate achievement of the objective of the Green Deal Arrangements Agreement.
- 11.12 The Authority may issue, and may from time to time revise, guidance regarding the manner in which it will exercise its enforcement powers in relation to paragraphs 11.10 and 11.11.

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## **Condition 11A. Security Arrangements**

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

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

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

11A.3 In this condition:

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

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## **Condition 12. Matters relating to Electricity Meters**

### **Detection and prevention of electricity theft**

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

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

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

### **Services for Prepayment Meters using tokens**

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

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

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

**Services for Prepayment Meters using cards**

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

**Inspection of Electricity Meters**

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

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



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### **Advanced meters – Designated Premises**

- 12.23 This paragraph has effect on and after 6 April 2014 and applies where the licensee installs or arranges for the installation of a Current Transformer Electricity Meter at any Designated Premises.
- 12.24 If paragraph 12.23 applies, the Current Transformer Electricity Meter installed or arranged to be installed at the Designated Premises must be an advanced meter.

### **Advanced meters – Domestic Premises**

- 12.25 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 Current Transformer Electricity Meter at any Domestic Premises.
- 12.26 If paragraph 12.25 applies, the Current Transformer Electricity Meter installed or arranged to be installed at the Domestic Premises must be an advanced meter.

### **Current Transformer Electricity Meters from 2020**

- 12.27 After 31 December 2019, the licensee must not supply electricity to any Designated Premises or Domestic Premises through a Current Transformer Electricity Meter which is not also an advanced meter.

### **Customer Access to Data**

- 12.28 The licensee must ensure that a Customer supplied with electricity 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**

- 12.29 The prohibition imposed by paragraph 12.27 does not apply where the licensee is unable to install or arrange for the installation of an advanced meter at the Designated Premises or the Domestic Premises in question despite taking all reasonable steps to do so.

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### **Condition 13. Arrangements for site access**

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

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## **Condition 14. Customer transfer blocking**

### **General prohibition**

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

### **Non-Domestic Customer transfer blocking**

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

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

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

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

- (a) paragraph 14.2A; or

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- (b) if there are Non-Domestic Outstanding Charges in respect of Green Deal Charges, paragraph 14.2,  
  
if the licensee knows or has reason to believe that the relevant Non-Domestic Outstanding Charges are made up in their entirety of a Disputed Amount and/or a Supplier Error Amount and the operational functioning or management of the licensee's business is such that it is reasonably practicable for the licensee not to make the request in these circumstances.
- 14.3 If the licensee makes a request in accordance with the Master Registration Agreement to prevent a Proposed Supplier Transfer of a Non-Domestic Customer, it must give a Notice to that customer to inform him:
- (a) that it has made a request to prevent the transfer;
  - (b) of the grounds for the request; and
  - (c) how the customer may dispute or resolve such grounds,
- as soon as reasonably practicable after making the request.

**Domestic Customer transfer blocking**

- 14.4 The licensee may make a request in accordance with the Master Registration Agreement to prevent a Proposed Supplier Transfer in relation to a Domestic Customer at a Domestic Premises at which the licensee is the Relevant Electricity Supplier in any of the following circumstances:
- (a) subject to paragraphs 14.5 and 14.7, if at the time the request is made Outstanding Charges are due to the licensee from that Domestic Customer;
  - (b) the Electricity Supplier that initiated the Proposed Supplier Transfer has agreed with the licensee that the transfer was initiated in error;
  - (c) the customer informs the licensee that he has not entered into a Contract with the proposed new Electricity Supplier and asks the licensee to prevent the Proposed Supplier Transfer from taking place;
  - (d) the customer is bound by the provisions of a Contract with the licensee for the supply of electricity to the premises which will not end on or before the date of the Proposed Supplier Transfer and that Contract is of a kind specified in a direction issued by the Authority; or

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- (e) the Proposed Supply Transfer relates to a Related Metering Point and the proposed new Electricity Supplier has not applied to transfer all the Related Metering Points on the same Working Day for the same Supply Start Date.
- 14.5 The licensee may not make a request in accordance with the Master Registration Agreement to prevent a Proposed Supplier Transfer in relation to a Domestic Customer at a Domestic Premises at which the licensee is the Relevant Electricity Supplier if the relevant Domestic Customer's Domestic Premises is being supplied with electricity through a Prepayment Meter and:
  - (a) the Domestic Customer has agreed with the proposed new Electricity Supplier that any Outstanding Charges may be assigned by the licensee in accordance with the Protocol; or
  - (b) the licensee, having increased the Charges for the Supply of Electricity to the relevant Domestic Premises, has not taken all reasonable steps to reset the relevant Prepayment Meter within a reasonable period of time after that increase has effect to take account of the increase and the Outstanding Charges (which may have accumulated over time) relate only to the increase and are equal to all or part of it.
- 14.6 The licensee shall ensure that Outstanding Charges of amounts equal to or less than £200 are capable of being assigned by the licensee to a new Electricity Supplier in accordance with the Protocol.
- 14.7 The licensee may not make a request in accordance with the Master Registration Agreement to prevent a Proposed Supplier Transfer in relation to a Domestic Customer at a Domestic Premises in accordance with sub-paragraph 14.4(a) if the licensee knows or has reason to believe that the relevant Outstanding Charges are made up in their entirety of a Disputed Amount and/or a Supplier Error Amount and the operational functioning or management of the licensee's business is such that it is reasonably practicable for the licensee not to make the request in these circumstances.
- 14.8 If the licensee makes a request in accordance with the Master Registration Agreement to prevent a Proposed Supplier Transfer in relation to a Domestic Customer at a Domestic Premises in accordance with sub-paragraph 14.4(a) and the licensee subsequently becomes aware that the Outstanding Charges which are relevant to that Domestic Customer are made up in their entirety of a Disputed Amount and/or a Supplier Error Amount, the licensee must, save where the relevant Domestic Customer makes a request in Writing that it should not do so, take such steps as are necessary and within its reasonable control to facilitate the Proposed Supplier Transfer.

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14.9 If the licensee makes a request in accordance with the Master Registration Agreement to prevent a Proposed Supplier Transfer of a Domestic Customer, it must give a Notice to that customer as soon as reasonably practicable after making the request:

- (a) to inform him or her:
  - (i) that it has made a request to prevent the transfer;
  - (ii) of the grounds for the request; and
  - (iii) how the customer may dispute or resolve such grounds; and
- (b) to offer him or her advice (or to give them information on how and where advice may be obtained) concerning:
  - (i) energy efficiency;
  - (ii) debt management; and
  - (iii) alternative Domestic Supply Contracts offered by the licensee which would be available to that Domestic Customer and which may be preferable to their existing Domestic Supply Contract; and
- (c) to inform him or her that they have 30 Working Days after they receive the Notice to pay any Outstanding Charges where the Domestic Customer notified the licensee of their intention to end the Domestic Supply Contract following Notice of a unilateral variation from the licensee under paragraph 3 of standard condition 23.

14.10 If sub-paragraph 14.4(c) applies and the licensee has agreed to prevent a Proposed Supplier Transfer at the Domestic Customer's request, the licensee must:

- (a) keep evidence of that request and of the reasons for it for at least 12 months after the request is made; and
- (b) inform the proposed new Electricity Supplier:
  - (i) that the objection has been raised at the customer's request; and
  - (ii) of the reason given by the customer for making the request,

as soon as reasonably practicable after the licensee makes the request to prevent the transfer.

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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 which is the subject of a Genuine Dispute between the licensee and a Customer.

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

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

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## **Condition 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 be completed at a later date; or
- (b) the Customer notifies the new supplier 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 Electricity Supplier has prevented the Proposed Supplier Transfer in accordance with paragraph 14.2(a) to (b) or 14.4(a) to (d) of standard condition 14 (Customer transfer blocking); or
- (b) a Supply Exemption Holder is currently supplying electricity to the premises and has objected to the Proposed Supplier Transfer under paragraph 2 of Schedule 2ZB 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 sources; or
- (d) the Customer is currently taking a supply of electricity 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 accordance with paragraph 7(2) of Schedule 2ZA to the Act and that physical connection has not yet been made; or
  - (ii) the distribution exemption holder has specified, in a notice under paragraph 1(6)(a)(i) of Schedule 2ZA to the Act, a metering arrangement which it considers would be required for access to be



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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 2ZB 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 Electricity Supplier or supply exemption holder to provide information or to take any other steps which are reasonably necessary in order to enable that Electricity 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

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- (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 Electricity 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
  - (ii) 14 days after the day on which the Customer entered into the Contract.

**“Supplier Transfer”** in relation to any premises at which an Electricity Supplier is supplying electricity, means the transfer of responsibility for that supply from that Electricity Supplier to another Electricity Supplier.

**“Exempt Distribution System”**

**“Distribution Exemption Holder”**

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

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

- 15.1 This condition sets out the obligations of the licensee in relation to payments to be made to the System Operator for the purpose of:
- (a) providing assistance with the high costs of distributing electricity incurred by a Relevant Distributor in a Specified Area; and
  - (b) raising any sums specified in a Shortfall Direction in order to recover costs arising from the application of an Energy Administration Order to a Protected Energy Company.
- 15.2 The payments to which paragraph 15.1 refers are payments made pursuant to:
- (a) in the case of sub-paragraph 15.1(a), the Energy Act 2004 (Assistance for Areas with High Distribution Costs) Order 2005; and
  - (b) in the case of sub-paragraph 15.1(b), the provisions of Chapter 3 of Part 3 of the Energy Act 2004.

#### **Licensee's duty to pay**

- 15.3 In accordance with paragraph 15.1, the licensee must pay to the System Operator:
- (a) the sums resulting from the pence per kWh tariff specified in accordance with the terms set out in standard condition C21 (Assistance for areas with high distribution costs scheme: payments from authorised suppliers) (for this condition only, "standard condition C21") of the Transmission Licence; and
  - (b) where applicable, such additional sums as result from any modification of those charges made pursuant to standard condition C24 (Energy administration: GBSO shortfall contribution obligations) (for this condition only, "standard condition C24") of the Transmission Licence.
- 15.4 Subject to paragraph 15.5, the sums to be paid by the licensee in accordance with paragraph 15.3 must be payable on a quarterly basis in each Financial Year (or such other basis as may be specified in standard condition C21 of the Transmission Licence) by:
- (a) the date indicated in each invoice received by the licensee from the System Operator requiring such payment; or
  - (b) where no such date is indicated, no later than 28 days after the date of the invoice.
- 15.5 In the case of sums payable in accordance with sub-paragraph 15.3(b), the licensee must comply with any basis of payment different from that set out in

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

**Late payment charges**

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

**Definitions for condition**

- 15.9 For the purposes of this condition:

**Act** means the Electricity Act 1989.

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

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

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

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

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

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

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

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

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

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

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## **Conditions 16 to 19**

**Not used**

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## **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.
- 19A.3. The Relevant Licensee must, in conjunction with any Affiliates, prepare and publish a Consolidated Segmental Statement
- (a) no later than six months after the end of the Relevant Licensee's financial year; or
  - (b) no later than a date specified by the Authority, which can be no earlier than six months after the end of the Relevant Licensee's financial year.
- 19A.4. Subject to complying with this paragraph the Relevant Licensee may, for the purpose of preparing the statement pursuant to paragraph 19A.3, prepare and compile the information according to the licensee's annual accounting procedures. The Relevant Licensee must include in every such statement an explanation of:
- (a) how it defines the terms revenues, costs and profits;
  - (b) how the revenues and profits can be reconciled with audited figures (prepared under International Financial Reporting Standards) published in Group accounts;
  - (c) or, if Group accounts are not prepared or published, how the revenues, costs and profits can be reconciled with its UK statutory accounts;
  - (d) its transfer pricing methodology and how this relates to the revenues, costs and profits information published; and
  - (e) where individual business functions are captured in the Consolidated Segmental Statement, as specified by Appendix 2 of the Guidelines.
- 19A.5. The Relevant Licensee must ensure that the information prepared and made public pursuant to paragraph 3 includes the cost of fuel used to generate electricity and its share of revenues, costs, profits and volumes of Joint Ventures and Associates.
- 19A.6. Subject to complying with Paragraph 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

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prepared pursuant to paragraph 19A.4 and the information is presented with a clear and full explanation.

19A.7. (a) 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.

(b) The Authority shall modify the definition of Consolidated Segmental Statement as described in Appendices 1 and 2 of the Guidelines in accordance with section 11A of the Act.

19A.8. 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.

“**Associate**” means an entity, including an unincorporated entity such as a partnership, over which the Relevant Licensee has significant influence and that is neither a subsidiary nor an interest in a joint venture.

“**Consolidated Segmental Statement**” means a statement as described in Appendices 1 and 2 of the Guidelines.

“**Joint Venture**” means a contractual arrangement whereby the Relevant Licensees and one or more parties undertake an economic activity that is subject to joint control.

“**Relevant Licensee**” means the holder of an electricity supply licence granted or treated as granted under section 6(1)(d) of the Act if it or any of its Affiliates:

- i. jointly supply electricity to more than 250,000 domestic customers; or
- ii. jointly supply gas to more than 250,000 domestic customers; or
- iii. jointly supply electricity to more than 250,000 non-domestic customers; or
- iv. jointly supply gas to more than 250,000 non-domestic customers, respectively.

“**Website**” means a website controlled and used by the Relevant Licensee or an Affiliate for the purposes of providing information and communication.



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## **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 interconnection, transmission or distribution business of the licensee.

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## **Standard conditions 20 and 21: Information for all Customers**

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

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## **Condition 20. Enquiry service and Supply Number and dispute settlement**

### **Licensed Distributor's Enquiry Service**

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

### **Supply Number**

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

### **Dispute settlement**

- 20.5 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 by providing that information on any relevant Promotional Materials sent to the Customer and on or with each Bill or statement of account sent

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to each Customer in relation to Charges or annually if the licensee has not sent such a Bill or statement of account to him.

20.6 For the purposes of this condition:

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

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## **Condition 21. Fuel mix disclosure arrangements**

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

### **Licensee's duty to publish**

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

### **Data for publication**

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

21.5 The Data are to be calculated consistently with paragraphs 21.10 to 21.13.

### **Publishing Data**

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

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

**Evidence for contributions**

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

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

**Calculating the environmental impact**

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

- (a) for carbon dioxide, by multiplying the percentage contribution of each Energy Source calculated under sub-paragraph 21.4(a) by the CO<sub>2</sub> emission rate for that Energy Source set out in the Fuel Mix Disclosure Data Table and then adding together the results of that calculation for all Energy Sources; and
- (b) for radioactive waste, by multiplying the percentage contribution of nuclear generation calculated under sub-paragraph 21.4(a) by the rate of radioactive waste set out in the Fuel Mix Disclosure Data Table.

**Information for Authority**

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

**Definitions for condition**

21.15 For the purposes of this condition:

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

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

**Data** has the meaning given in paragraph 21.4.

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

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

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

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

**Generator Declaration** means a declaration including details of:

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

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

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



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

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

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

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

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

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

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

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

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

21A.4 In this condition:

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

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

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

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## **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 Electricity 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.

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## **SECTION B: STANDARD CONDITIONS FOR DOMESTIC SUPPLIERS**

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## **Standard conditions 22 to 24: Regulation of Domestic Supply Contracts**

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

### **Licensee's obligations**

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

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- (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.
- 22.6 If a Domestic Premises is in the part of the North of Scotland referred to in an order made by the Secretary of State under section 7B of the Act, the licensee must ensure that the Charges for the Supply of Electricity for the premises comply with that order.

**Exceptions to licensee's obligations**

- 22.7 The licensee is not required to comply with the obligations set out in paragraphs 22.2 or 22.3 in any of the following circumstances:
- (a) the licensee may breach regulations made under section 29 of the Act if it supplies electricity to the Domestic Premises, provided that it has taken all reasonable steps to prevent such breach from occurring;
  - (b) 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 electricity to the Domestic Premises, provided that, if it is already supplying electricity to the premises, it has given at least seven Working Days' Notice of its intention to stop doing so;
  - (c) the licensee requires the Domestic Customer to pay a Security Deposit and he does not do so, except if that deposit is in breach of any of the requirements in paragraphs 3 and 4 of standard condition 27 (Payments, Security Deposits and Disconnections); or
  - (d) where the licensee is a Non-Green Deal Licensee, the premises of the Domestic Customer are Green Deal Premises and the licensee reasonably expects that those premises will continue to be Green Deal Premises at the time the licensee expects to begin supplying electricity to the premises.

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### **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**

22.9 Where a Domestic Customer requests the licensee to pass on his Historic Consumption Data and/or Supply Number either to the Domestic Customer or to another Electricity 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 electricity 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 electricity supplied to the Domestic Customer’s Domestic Premises during the duration of the Domestic Contract.



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## **Condition 23. Notification of Domestic Supply Contract terms**

### **Notification of Principal Terms**

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

### **Notification before Domestic Supply Contract ends**

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

### **Notification of unilateral variation**

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

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

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

23.4 The Notice referred to in paragraph 23.3 must:

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

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

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## **Condition 24. Termination of Domestic Supply Contracts**

### **End of ownership or occupation**

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

### **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

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- (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.

### **Application of this condition**

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

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**Standard conditions 25 to 30:  
Domestic Customer protection**

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## **Condition 25. Marketing electricity to Domestic Customers**

### **Objective and obligation to achieve it**

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

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

25.2 The licensee shall take all reasonable steps:

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

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

25.4 The licensee shall:

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

### **Selection and training**

25.5 The licensee shall:

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

**Pre-contract obligations**

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

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

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

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

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

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



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

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

25.9 Where the licensee or a Representative provides to a Domestic Customer an estimate and/or a comparison in accordance with paragraph 25.6, the licensee or Representative must, either at the time that it provides the estimate and/or comparison or as soon as reasonably practicable thereafter, provide to the relevant Domestic Customer a Written copy of that estimate and/or comparison, as appropriate, which the Domestic Customer can retain for their records. This obligation does not apply where the Domestic Customer does not subsequently accept or enter into the Domestic Supply Contract to which the estimate and/or comparison relate(s).

25.10 Where a Domestic Customer to whom the licensee or any Representative has provided an estimate or a comparison in accordance with this licence condition enters into a Domestic Supply Contract with the licensee, the licensee must maintain a record of the information which it provided to that Domestic Customer concerning that Domestic Supply Contract in accordance with this licence condition for a period of 2 years.

**Obligations at time of contract**

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

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

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

**Contact with Domestic Customers after Contract**

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

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

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

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

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- (d) has received the estimate and, where appropriate, the comparison required by paragraph 25.6;
  - (e) is content with the information provided by the licensee and/or, as appropriate, a Representative and is otherwise content with the way in which the Marketing Activities of the licensee were conducted; and
  - (f) where the licensee is a Green Deal Licensee and the Domestic Customer is a Green Deal Bill Payer, understands the licensee's obligation under paragraph 2 of standard condition 36.
- 25.15 Where, in the course of contact as required by paragraph 25.14, the Domestic Customer indicates that he or she is not content to have entered into the Domestic Supply Contract and wishes to end it, the licensee must take all reasonable steps to ensure:
- (a) that the Domestic Supply Contract is ended; and
  - (b) where reasonably practicable, that the licensee does not begin a supply of electricity to the relevant Domestic Customer.

**Management arrangements**

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

**Definitions for condition**

25.17 For the purposes of this condition:

**"Marketing Activities"** means any activities of the licensee, that:

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

**"Objective"** has the meaning given to it in paragraph 25.1 of this condition.

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

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

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

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

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## **Condition 25A. Prohibition of undue discrimination in supply**

### **Prohibition of undue discrimination**

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

### **Compliance with this condition**

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

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

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

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

#### **Termination of this Provision**

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

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## **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 Electricity Supplier to a Domestic Customer with an Advanced Domestic Meter and that Domestic Customer intends to change their Electricity 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 Electricity Supplier for those premises, no misleading or inaccurate information relating to Charges for the Supply of Electricity 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 Advanced 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 and 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 Electricity 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.

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### **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 Electricity 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 Electricity Supplier with such information as is reasonably required to:

- (a) enable the Proposed New Electricity 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 Electricity 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 proceedings before a court.

25B.10 Where the Installation Licensee receives a request from a Proposed New Electricity Supplier, after 31<sup>st</sup> December 2012, the Installation Licensee must:

- (a) offer to provide the Proposed New Electricity Supplier with all such services as are reasonably required for the Proposed New Electricity 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 Electricity 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 electricity to fewer than 250,000 Domestic Customers; or



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- (b) has installed or arranged to have installed fewer than –
  - (i) 25,000 Advanced Domestic Meters; and
  - (ii) 5,000 Prepayment Advanced Domestic Meters.

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 Electricity Supplier at the same Domestic Premises to the licensee, and will continue to pay Charges for the Supply of Electricity in advance though a Prepayment Meter, but the licensee is unable to support the existing Prepayment Advanced 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 Electricity Meter that, either on its own or with an ancillary device: <ul style="list-style-type: none"><li>(a) provides measured electricity consumption data for multiple time periods and is able to provide such data for at least daily periods;</li><li>(b) is able to provide the licensee with remote access to such data; and</li><li>(c) is not an Electronic Consumption Data Display.</li></ul> |
| Electronic Consumption Data Display | means an electronic device that provides information, by electronic display, for the purposes of ascertaining the quantity of electricity supplied to Domestic Premises and/or information relating to Charges for the Supply of Electricity, in relation to Domestic Premises where an Advanced Domestic Meter is  |

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|                                    |  |
|------------------------------------|--|
|                                    | installed.   |
| Installation Licensee              | means the Electricity 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 Electricity Meter that, either on its own or with an ancillary device:<br>(a) provides measured electricity consumption data for multiple time periods and is able to provide such data for at least daily periods;<br>(b) is able to provide the licensee with remote access to such data;<br>(c) operating in a mode which requires a Domestic Customer to pay Charges for the Supply of Electricity in advance; and<br>(d) a reference to the installation or removal of a Prepayment Meter includes the switching of any Electricity Meter to or from such a mode. |
| Proposed New Electricity Supplier  | means a Electricity 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 Distributor to enable that customer to identify that person;
  - (b) send each Bill or statement of account in relation to the supply of electricity to the customer's premises to any other person that the customer nominates, if that person agrees to receive them;
  - (c) if the customer informs the licensee that no person occupying his premises is able to read the Electricity Meter there, arrange to read that meter at least once each quarter and inform the customer of that reading; and
  - (d) if Charges are recovered through a Prepayment Meter and the customer cannot readily make payments through that meter because of infirmity, arrange to move that meter so that the customer can access it.

### **Blind, partially sighted, deaf or hearing-impaired customers**

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

### **Duty to establish Priority Services Register**

- 26.4 The licensee must establish and maintain a Priority Services Register which lists all of the licensee's Domestic Customers who:

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

**Information to Relevant Distributor**

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

**Provision of information**

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

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

### **Payment methods under Domestic Supply Contract**

- 27.1 Where the licensee offers to supply electricity to a Domestic Customer under a Domestic Supply Contract under paragraph 2 of standard condition 22 (Duty to offer and supply under Domestic Supply Contract), it must offer the customer a wide choice of payment methods for paying Charges 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 and the licensee offers that method to him; or
  - (b) if it supplies electricity to fewer than 50,000 Domestic Customers or such other number as may from time to time be directed by the Authority.
- 27.2A Any difference in terms and conditions as between payment methods for paying Charges for the Supply of Electricity shall reflect the costs to the supplier of the different payment methods.
- 27.2B In this condition, “terms” means all terms on which a supply of electricity is offered or provided, including terms as to price, which significantly affect the evaluation of that supply.

### **Security Deposits**

- 27.3 A licensee must not require a Domestic Customer to pay a Security Deposit in relation to the supply of electricity to his premises or, where the premises are Green Deal Premises, in relation to Green Deal Charges:
- (a) if that customer agrees that the premises may be supplied through a Prepayment Meter and it is safe and reasonably practicable in all the circumstances of the case for the premises to be so supplied; or

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- (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.

27.6 The services referred to in paragraph 27.5 are:

- (a) the facility for a Domestic Customer to pay Charges:
  - (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 Electricity that he must pay by using the electricity supplied to his premises more efficiently.

27.7 If a Domestic Customer, having agreed to make payments for Charges 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.

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

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## **Disconnection for unpaid charges**

- 27.9 The licensee must not Disconnect a Domestic Premises at which the Domestic Customer has not paid Charges unless it has first taken all reasonable steps to recover those charges by means of the service referred to in sub-paragraph 27.6(a)(iii).
- 27.9A For the purposes of conditions 27.9, 27.10, 27.11 and 27.11A, Disconnection includes:
- (a) Credit Limiting where:
    - (i) it amounts to stopping the supply to the Domestic Premises; and
    - (ii) the Domestic Customer does not pay Charges by using a Prepayment Meter; and
  - (b) Load Limiting where:
    - (i) the supply to the Domestic Premises is significantly constrained; and
    - (ii) the Domestic Customer does not pay Charges by using a Prepayment Meter or, where the Domestic Customer pays using a Prepayment Meter, that meter remains for the time being, in credit.
- 27.10 The licensee must not Disconnect, in Winter, a Domestic Premises at which the Domestic Customer has not paid Charges 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 if the occupants of the premises include a person who is of Pensionable Age, disabled or chronically sick and to whom paragraph 27.10 does not apply.
- 27.11A The licensee shall, before it exercises any right it may have to Disconnect a Domestic Premises, take all reasonable steps to ascertain whether:
- (i) the relevant Domestic Customer falls within the scope of SLC 27.10; or
  - (ii) the restriction on its right to disconnect in accordance with SLC 27.11 applies.

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

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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 which are payable under its Domestic Supply Contract by way of regular direct debit payments of a fixed amount (which amount may be varied from time to time in accordance with the relevant Domestic Supply Contract or, as the case may be, the relevant Green Deal Plan).

27.14 The licensee must provide to each such Domestic Customer an explanation in clear, plain and intelligible language of the basis upon which a fixed amount (and any variation of that fixed amount) has been determined.

27.15 Save where a clear and express Principal Term of the relevant Domestic Supply Contract provide otherwise, the licensee must take all reasonable steps to ensure that the fixed amount of the regular direct debit payment is based on the best and most current information available (or which reasonably ought to be available) to the licensee, including information as to the quantity of electricity which the licensee reasonably estimates has been or will be supplied under the relevant Domestic Supply Contract.

27.16 Where any Credit has accumulated under a Domestic Supply Contract and the relevant Domestic Customer requests that the licensee do so, the licensee must, save where it is fair and reasonable in all the circumstances for the licensee not to do so, refund, in a timely manner any Credit which has accumulated under that Domestic Supply Contract to the relevant Domestic Customer. Where the licensee considers that it is fair and reasonable in all the circumstances for it not to refund any Credit which has accumulated under a Domestic Supply Contract in accordance with this



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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 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 electricity to a Domestic Customer transfers from the licensee to another Electricity 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.
- 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.

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

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## **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 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 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 6 (Electricity 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 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).

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

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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 Electricity through a Prepayment Meter, the licensee must take all reasonable steps to ensure that the meter is reset within a reasonable period of time:

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

### **Provision of information**

28.3 The licensee must:

- (a) prepare a statement that sets out, in plain and intelligible language, its obligations under this condition and includes the information referred to in paragraph 28.1;
- (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 through a Prepayment Meter, at least once each year, of the statement and how to obtain it; and
- (d) give a copy of the statement on request and free of charge to any person.

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

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## **Conditions 29 to 30**

**Not used**

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

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## **Standard conditions 31 and 32: Domestic Customer information**

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

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## **Condition 31. General information for Domestic Customers**

### **Information about Consumer Direct**

31.1 The licensee must inform each of its Domestic Customers:

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

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

### **Information about efficient use of electricity**

31.2 The licensee must maintain:

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

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

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

### **Energy Consumer Guidance**

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

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- 31.4 Paragraphs 31.5 to 31.8 apply from the date on which the National Consumer Council publishes the first version of the Energy Consumer Guidance and the Concise Guidance.
- 31.5 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.
- 31.6 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 electricity under a Contract or a Deemed Contract with this information when the licensee first begins to supply electricity 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 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.
- 31.7 The licensee must provide a copy of the Concise Guidance to a Domestic Customer annually.
- 31.8 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.

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## **Condition 31A. Information about electricity consumption patterns**

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

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

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

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

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

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

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

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



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

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

31.A.5 The licensee must:

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

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:

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

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

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

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

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

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

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## **Condition 32. Reporting on performance**

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

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

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

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

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## **Condition 33. Feed-in Tariffs**

### **Application of Schedule A**

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

### **FIT Payments by the Licensee to FIT Generators**

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

### **Compliance and Sanctions**

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

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

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### **Condition 34: Implementation of Feed-in Tariffs**

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

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

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## **SCHEDULE A TO STANDARD CONDITION 33 OF THE ELECTRICITY SUPPLY LICENCE**

### **DEFINITIONS AND INTERPRETATION**

|  |   |
|--|---|
| <b>“Accredited FIT Installation”</b>                         | means an Eligible Installation which the Authority has entered onto the Central FIT Register in accordance with the FIT Order;  |
| <b>“Annual FIT Payment Rates Tables”</b>                     | means the tables of FIT Payment rates to be published annually by the Authority in accordance with the FIT Order and Part 1, clause 3.4 of and Annex 4 to this Schedule A;                      |
| <b>“Cancellation of Export Payment Opt Out Notification”</b> | means a notice in writing from a FIT Generator to a FIT Licensee in terms of which the FIT Generator elects to resume receipt of Export Payments from a date specified therein;                 |
| <b>“Central FIT Register”</b>                                | means the register kept and maintained by the Authority for the purpose of recording details of FIT Generators, Accredited FIT Installations and other such matters relating to the FIT Scheme; |

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- “Commissioned”** means, in relation to an Eligible Installation, the completion of such procedures and tests as constitute, at the time they are undertaken, the usual industry standards and practices for commissioning that type of Eligible Installation such that it is capable of operation
- For this purpose an Eligible Installation is capable of operation if:
- (1) assuming the relevant Eligible Low-Carbon Energy Source was available to it without interruption or limitation, it could be operated at its declared net capacity, and
  - (2) when so operated it would only generate electricity that would be-
    - (a) supplied by an Electricity Supplier to customers in Great Britain; or
    - (b) used in a permitted way (as defined in section 32B of the Electricity Act 1989);
- “Complaints Procedure”** means the procedure available to a FIT Generator in the event it has a complaint about any action taken by a FIT Licensee in relation to the FIT Scheme;
- “Confirmation Date”** means the date on which the FIT Generator is entered onto the Central FIT Register by the Authority, such that its Eligible Installation becomes an Accredited FIT Installation;
- “Connected Person”** in relation to a FIT Generator or a Nominated Recipient, means any person connected to that person within the meaning of section 1122 of the Corporation Tax Act 2010;
- “Declared Net Capacity”** means the maximum capacity at which an installation can be operated for a sustained period without causing damage to it (assuming the source of power used by it to generate electricity was available to it without interruption) less the amount of electricity that is consumed by the plant;



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- “Deemed Export”** means Export from an Accredited FIT Installation which is deemed to be a percentage of the equivalent Generation Meter Reading for the same Accredited FIT Installation and period in cases where:
- (a) it is not possible or practical to measure the Export by way of Export Meter Readings; and
  - (b) the FIT Order provides for the determination by the Secretary of State of the percentage or a methodology for determining it;
- “Deemed Export Reading”** means the data by reference to which the FIT Licensee may calculate the Export Payment as regards the Deemed Export of an Accredited FIT Installation;
- “EA08”** means the Energy Act 2008;
- “Eligibility Date”** means the date as regards a particular Eligible Installation from which eligibility for FIT Payments commences which, unless the FIT Order provides otherwise, shall be the later of:
- (a) the date, as applicable, of
    - (i) receipt by the Authority of a FIT Generator’s written request for ROO-FIT Accreditation in a form acceptable to the Authority; or
    - (ii) receipt by a FIT Licensee of a FIT Generator’s written request for MCS-certified Registration, accompanied by an MCS Certificate for the installation;
  - (b) the date on which the installation is Commissioned; or
  - (c) 1<sup>st</sup> April 2010;

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|  |   |
|--|---|
| <b>“Eligibility Period”</b>                | means the maximum period during which a FIT Generator can receive FIT Payments for a particular Eligible Installation, as set out in the table at Annex 1;  |
| <b>“Eligible Installation”</b>             | means any Plant on a Site which is capable of Small-scale Low-carbon Generation: and except as provided otherwise in the FIT Order all such Plant on the same Site which is capable of generating electricity from the same type of Eligible Low-carbon Energy Source is to be treated as a single Eligible Installation;                                       |
| <b>“Eligible Low-carbon Energy Source”</b> | means the following sources of energy or technology: <ul style="list-style-type: none"><li>(a) anaerobic digestion, as defined in the FIT Order;</li><li>(b) hydro generating station, as defined in the FIT Order;</li><li>(c) combined heat and power with an electrical capacity of 2kW or less;</li><li>(d) solar photovoltaic;</li><li>(e) wind;</li></ul> |
| <b>“Energy Efficiency Requirement”</b>     | is to be interpreted in accordance with paragraphs 4 to 7 of Annex 5;   |
| <b>“Export”</b>                            | means the flow of electricity from an Eligible Installation onto a distribution system or transmission system and, if the FIT Licensee so elects, accounted for in settlement in accordance with the BSC, and Export used as a verb shall be construed accordingly;   |
| <b>“Export Meter”</b>                      | means a meter which measures the quantity of Export which, if registered pursuant to the BSC, such registration is to be the responsibility of the FIT Licensee;  |
| <b>“Export Meter Reading”</b>              | means the measure by an Export Meter of the amount of Export;   |

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|  |   |
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| <b>“Export Payment”</b>                      | means the sum paid to the FIT Generator or Nominated Recipient, as applicable, by a FIT Licensee, for FIT Export in any period, calculated by reference to the Export Tariff and Export Meter Reading or Deemed Export Reading;   |
| <b>“Export Payment Opt Out Notification”</b> | means a notice in writing from a FIT Generator to a FIT Licensee in terms of which the FIT Generator opts out of receiving Export Payments from a date specified therein;   |
| <b>“Export Tariff”</b>                       | means the payment rate per kilowatt hour for FIT Export from an Accredited FIT Installation;  |
| <b>“Extension”</b>                           | means a modification to an Accredited FIT Installation to increase its Total Installed Capacity from the same type of Eligible Low-carbon Energy Source, and Extend as a verb shall be construed accordingly;   |
| <b>“FIT Export”</b>                          | means Export or Deemed Export from an Accredited FIT Installation in relation to which a FIT Generator has requested to receive Export Payments in accordance with Part 1, clause 7.1;  |
| <b>“FIT Generator”</b>                       | means:<br><br>(a) in relation to an Accredited FIT Installation, the person identified as the Owner in the Central FIT Register; and<br><br>(b) in relation to any other Eligible Installation, the Owner,<br><br>whether or not that person is also operating or intending to operate the Eligible Installation; |
| <b>“FIT Licensee”</b>                        | means the collective term for Mandatory FIT Licensees and Voluntary FIT Licensees;  |
| <b>“FIT Notification”</b>                    | means the notification to be submitted to the Authority annually by each licensee under Part 3, clause 2;   |
| <b>“FIT Order”</b>                           | means the Feed-in Tariffs Order 2012 (including any amendments to that Order);  |

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

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|                                   |  |
|-----------------------------------|--|
| <b>“FIT Payments”</b>             | means, as applicable, Generation Payments and/or Export Payments;  |
| <b>“FIT Scheme”</b>               | means the scheme for feed-in tariffs introduced in accordance with sections 41 to 43 EA08, as set out in Standard Condition 33 of the Electricity Supply Licence (including this Schedule A, Parts 1 to 3 and Annexes 1 to 5) and the FIT Order;               |
| <b>“FIT Year”</b>                 | means the year commencing on 1 <sup>st</sup> April and ending on 31 <sup>st</sup> March numbered sequentially from FIT Year 1 (being 1 <sup>st</sup> April 2010 to 31 <sup>st</sup> March 2011);   |
| <b>“Generation Meter”</b>         | means a meter which measures the quantity of electricity generated by an Accredited FIT Installation, for which the FIT Generator is responsible;  |
| <b>“Generation Payment”</b>       | means the sum paid to the FIT Generator or Nominated Recipient, as applicable, by a FIT Licensee, for the electricity generated by Accredited FIT Installations in any period, calculated by reference to the Generation Tariff and Generation Meter Readings; |
| <b>“Generation Meter Reading”</b> | means the measure by a Generation Meter of the gross amount of electricity generated by an Accredited FIT Installation;  |
| <b>“Generation Tariff”</b>        | means the payment rate per kilowatt hour of electricity generated by an Accredited FIT Installation;   |
| <b>“Insolvency Event”</b>         | means an event or circumstance referred to in paragraph 1(f) of Schedule 2 on Revocation of the Electricity Supply Licence;  |
| <b>“Levelisation Payment”</b>     | means a payment required to be made by a FIT Licensee to the Authority or by the Authority to the FIT Licensee in accordance with the Levelisation Process as determined in the FIT Order;   |

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- “Levelisation Process”** means the process by which the total cost of the FIT Scheme is allocated between licensees in proportion to the size of their share in the electricity supply market of Great Britain, as determined in accordance with the FIT Order;
- “Mandatory FIT Licensee”** means an licensee which either:
- (a) supplies electricity to at least 250,000 domestic customers; or
  - (b) together with its Affiliates jointly supplies electricity to at least 250,000 domestic customers,
- as at 31 December before the start of each FIT Year; and effective on and from the 1 April of the current FIT Year;
- “MCS Certificate”** Means a certificate by MCS or equivalent confirming that an Eligible Installation is an MCS-certified Installation;
- “MCS-certified Installation”** means an Eligible Installation using an MCS-FIT Technology which has been recognised by MCS or equivalent as satisfying relevant equipment and installation standards;
- “MCS-certified Registration”** means the process whereby an Eligible Installation confirmed as an MCS-certified Installation is entered onto the Central FIT Register by the Authority;
- “MCS or equivalent”** means the Microgeneration Certification Scheme or equivalent schemes accredited under EN 45011, which certify microgeneration products and installers in accordance with consistent standards;

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**Electricity suppliers Licence: Standard Conditions - Consolidated to 04 March 2013**

**“MCS-FIT  
Technology**

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

- (a) solar photovoltaic with a declared net capacity of 50kW or less;
- (b) wind with a declared net capacity of 50kW or less;
- (c) hydro generating station with a declared net capacity of 50kW or less (in relation to Eligible Installations with an Eligibility Date before 1<sup>st</sup> December 2012 only);
- (d) combined heat and power with an electrical capacity of 2kW or less;

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|                                 |   |
|---------------------------------|---|
| <b>“Metering Legislation”</b>   | means: <ul style="list-style-type: none"><li>(a) Schedule 7 to the Electricity Act 1989;</li><li>(b) The Meters (Approval of Pattern or Construction and Manner of Installation) Regulations 1998 (S.I. 1998/1565);</li><li>(c) The Meters (Certification) Regulations 1998 (S.I. 1998/1566);</li><li>(d) The Electricity (Approval of Pattern or Construction and Installation and Certification) (Amendment) Regulations 2002 (S.I. 2002/3129) ;</li><li>(e) The Measuring Instruments (EC Requirements) (Electrical Energy Meters) Regulations 1995 (S.I. 1995/2607);</li><li>(f) The Measuring Instruments (EC Requirements) (Electrical Energy Meters) (Amendment) Regulations 2002 (S.I. 2002/3082);</li><li>(g) The Measuring Instruments (Active Electrical Energy Meters) Regulations 2006 (S.I. 2006/1679);</li></ul> |
| <b>“Migrated ROO Generator”</b> | means a generator whose installation was accredited under the ROO as at 1 <sup>st</sup> April 2010 and has subsequently become an Accredited FIT Installation;  |
| <b>“Nominated Recipient”</b>    | means a person appointed by a FIT Generator to receive FIT Payments in respect of an Accredited FIT Installation owned by that FIT Generator and recorded as such on the Central FIT Register;  |
| <b>“Owner”</b>                  | means, in relation to any Plant which is the subject of a hire purchase agreement, a conditional sale agreement or any agreement of a similar nature, the person in possession of the Plant under that agreement, and in all other contexts it shall bear its ordinary meaning, and Owned as a verb shall be construed accordingly;   |

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|                                       |   |
|---------------------------------------|---|
| <b>“Part 1”</b>                       | means Part 1 of Schedule A to Standard Condition 33 of the Electricity Supply Licence;  |
| <b>“Part 2”</b>                       | means Part 2 of Schedule A to Standard Condition 33 of the Electricity Supply Licence;  |
| <b>“Part 3”</b>                       | means Part 3 of Schedule A to Standard Condition 33 of the Electricity Supply Licence;  |
| <b>“Plant”</b>                        | means any equipment, apparatus or appliance;  |
| <b>“Principal FIT Licensee Terms”</b> | means the principal terms, to be included in the Statement of FIT Terms, which relate to the obligations which a FIT Generator must satisfy in order to receive FIT Payments from a FIT Licensee;                                 |
| <b>“Principal Generator Terms”</b>    | means the principal terms, to be included in the Statement of FIT Terms, which relate both to FIT Payments and the protection of FIT Generators;  |
| <b>“Quarterly Solar Tariff Table”</b> | means the table of Generation Tariffs for solar photovoltaic Eligible Installations to be published by the Authority in accordance with the FIT Order and Part 1, clause 3.4 of and Annexes 3 and 5 to this Schedule A;           |
| <b>“Reduction”</b>                    | means a modification to an Eligible Installation to decrease its Total Installed Capacity;  |
| <b>“ROO”</b>                          | means collectively the Renewables Obligation Order 2009 and Renewables Obligation (Scotland) Order 2009 (including any amendments to those Orders or re-enactments of the renewables obligation upon revocation of those Orders); |
| <b>“ROO-FIT Accreditation”</b>        | means the process of accreditation pursuant to the FIT Order to be undertaken in respect of an Eligible Installation not using an MCS-FIT Technology;   |
| <b>“Site”</b>                         | is to be interpreted in accordance with Part 1, clause 4.3 and the FIT Order;   |



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|  |   |
|--|---|
| <b>“Small-scale Low-carbon Generation”</b> | means the generation of electricity, by any Plant:<br><br>(a) which, in generating electricity, relies wholly or mainly on an Eligible Low-carbon Energy Source; and<br><br>(b) the Total Installed Capacity of which does not exceed the Specified Maximum Capacity;   |
| <b>“Solar Deployment Period”</b>           | has the meaning given in Annex 3, paragraph 1;  |
| <b>“Solar Tariff Period”</b>               | has the meaning given in Annex 3, paragraph 1;  |
| <b>“Specified Maximum Capacity”</b>        | means the maximum capacity specified in the FIT Order;  |
| <b>“Statement of FIT Terms”</b>            | means the statement of terms and conditions agreed between the FIT Licensee and FIT Generator in relation to participation in the FIT Scheme;   |
| <b>“Switching”</b>                         | means the process involved when a FIT Generator elects to change its FIT Licensee, and Switch used as a verb shall be construed accordingly;  |
| <b>“Tariff Code”</b>                       | means a code allocated to each Accredited FIT Installation by the Authority to enable identification of the FIT Payment rates applying to that installation;  |
| <b>“Tariff Date”</b>                       | in relation to an Eligible Installation for which the method of determining the Tariff Date is specified in the FIT Order means the date determined in accordance with the FIT Order, and in relation to any other Eligible Installation means the Eligibility Date;  |
| <b>“Total Installed Capacity”</b>          | means the maximum capacity at which an Eligible Installation could be operated for a sustained period without causing damage to it (assuming the Eligible Low-carbon Energy Source was available to it without interruption), a declaration of which is submitted as part of the processes of ROO-FIT Accreditation and MCS-certified Registration; |

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|                                 |   |
|---------------------------------|---|
| <b>“Transfer Date”</b>          | means the date upon which a FIT Generator is deemed to have Switched in relation to an Accredited FIT Installation;                             |
| <b>“Voluntary FIT Licensee”</b> | means a licensee which is not a Mandatory FIT Licensee but which voluntarily elects to participate in making FIT Payments under the FIT Scheme. |

## **PART 1 - MANDATORY FIT LICENSEES**

### **A BASIC PRINCIPLES**

#### **1. Application of Part 1**

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

#### **2. To whom obligation is owed**

- 2.1 The Mandatory FIT Licensee shall, subject to the terms of the FIT Scheme, be obliged to accept a request for FIT Payments from a FIT Generator as regards an Accredited FIT Installation:
  - 2.1.1 which occupies a Site in relation to which that Mandatory FIT Licensee is the Relevant Electricity Supplier; or
  - 2.1.2 which occupies a Site-
    - (a) in relation to which that Mandatory FIT Licensee is not the Relevant Electricity Supplier; and
    - (b) which is supplied by an Electricity Supplier which is not itself a Mandatory FIT Licensee; or
  - 2.1.3 which occupies a Site which does not receive a supply of electricity from any Electricity Supplier.
- 2.2 A Mandatory FIT Licensee may accept a request for FIT Payments from a FIT Generator as regards any other Accredited FIT Installation.

#### **3. Payment of FIT**

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- 3.1 The Mandatory FIT Licensee shall be obliged to make FIT Payments as regards an Accredited FIT Installation only in the event the following conditions are satisfied:
- 3.1.1 The Mandatory FIT Licensee is satisfied that the FIT Generator is not registered on the Central FIT Register as being in receipt of FIT Payments from another FIT Licensee as regards that Accredited FIT Installation;
  - 3.1.2 the Mandatory FIT Licensee must have access to or have received from the FIT Generator or Nominated Recipient the Generation Meter Readings, Export Meter Readings or Deemed Export Readings required, as applicable, in order to calculate the FIT Payments and the meters from which such readings are taken must comply with the provisions of the Metering Legislation;
  - 3.1.3 the FIT Generator must not also be registered to benefit from the ROO as regards the Accredited FIT Installation in relation to which it is seeking FIT Payments; and
  - 3.1.4 the FIT Generator must have agreed a Statement of FIT Terms with the Mandatory FIT Licensee.
- 3.2 In the event Part 1, clause 3.1 is satisfied, the Mandatory FIT Licensee shall be required as regards making FIT Payments to:
- 3.2.1 calculate FIT Payments as accruing from the Eligibility Date of an Accredited FIT Installation or from the Transfer Date, as applicable;
  - 3.2.2 commence FIT Payments to the FIT Generator or Nominated Recipient from the next payment cycle occurring after the later of the:
    - (a) Confirmation Date; or
    - (b) date on which the Statement of FIT Terms is agreed between the FIT Generator and Mandatory FIT Licensee,which shall include FIT Payments which may have accrued since the Eligibility Date or the Transfer Date, as applicable, such retrospective accrual to be limited as regards a Migrated ROO Generator to a period of no more than 6 months between its Eligibility Date and Confirmation Date;
  - 3.2.3 ensure such FIT Payment is attributable to a period within the Eligibility Period of the Accredited FIT Installation;
  - 3.2.4 ensure a process is implemented to regulate how data from FIT Generators as regards Generation Meter Readings, Export Meter

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Readings and Deemed Export Readings, as applicable, is to be provided and managed and communicate this to FIT Generators;

3.2.5 make FIT Payments no less than quarterly, except insofar as otherwise agreed in the Statement of FIT Terms;

3.2.6 take all reasonable steps to:

(a) review on receipt the reasonableness of any Generation Meter Readings and Export Meter Readings provided by a FIT Generator or Nominated Recipient as regards an Accredited FIT Installation, in accordance with expected tolerances by reference to relevant Total Installed Capacity and Eligible Low-carbon Energy Source;

(b) verify at least once every 2 years the Generation Meter Readings and Export Meter Readings provided by a FIT Generator or Nominated Recipient, and any Deemed Export Readings, taking due account of guidance from the Authority.

3.3 The Mandatory FIT Licensee shall make FIT Payments in accordance with the Tariff Code and other information recorded in the Central FIT Register, at the rates determined in accordance with the following table:

| <i>Type of Eligible Installation</i> | <i>Period in respect of which FIT Payments are made</i>  | <i>Tariff Date of the Eligible Installation</i>   | <i>Applicable FIT Payment Rates</i>   |
|--------------------------------------|--|---|---|
| Solar photovoltaic                   | FIT Year 1 or 2  | Any   | The rates determined in accordance with the FIT payment rate table which was in force at the time the electricity was generated or exported.            |
|                                      | FIT Year 3   | 1 <sup>st</sup> April 2010 to 31 <sup>st</sup> January 2013                               | The rates set out in Tables 1 and 3 of Annex 2.   |
|                                      |  | 1 <sup>st</sup> February 2013 to 31 <sup>st</sup> March 2013                              | Generation Tariff: The rates set out in the table referred to in paragraph 5 of Annex 2.<br><br>Export Tariff: The rates set out in Table 3 of Annex 2. |
| FIT Year 4 and subsequent FIT        | Any date during the FIT Year in respect of which the FIT | Generation Tariff: The rates set out in the Quarterly Solar Tariff Table published by the |   |

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|  | Years                               | Payments are made   | Authority for the Solar Tariff Period in which the Tariff Date of the Eligible Installation falls (subject to paragraph 2 of Annex 3).<br><br>Export Tariff: The rates set out in the Annual FIT Payment Rates Tables published by the Authority for the FIT Year in respect of which the FIT Payments are made. |
|--|-------------------------------------|---|--|
|  |                                     | Any date before the start of the FIT Year in respect of which the FIT Payments are made | The rates set out in the Annual FIT Payment Rates Tables published by the Authority for the FIT Year in respect of which the FIT Payments are made.  |
| Anaerobic digestion<br><br>Hydro generation station<br><br>Combined heat and power<br><br>Wind | FIT Year 1 or 2                     | Any   | The rates determined in accordance with the FIT payment rate table which was in force at the time the electricity was generated or exported.   |
|  | FIT Year 3                          | Any   | The rates set out in Tables 2 and 3 of Annex 2.  |
|  | FIT Year 4 and subsequent FIT Years | Any   | The rates set out in the Annual FIT Payment Rates Tables published by the Authority for the FIT Year in respect of which the FIT Payments are made, or where the Authority has published any amendments to those tables, in accordance with those amendments.  |

3.4 The FIT Payment rates tables referred to in the fourth column of the table is clause 3.3, which shall be published by the Authority in accordance with the FIT Order, are as follows-

3.4.1 the Quarterly Solar Tariff Table setting out the Generation Tariffs to apply, for the FIT Year in which the Tariff Date of the installation

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falls, to solar photovoltaic Eligible Installations with a Tariff Date in the Soar Tariff Period to which the table relates;

- 3.4.2 the Annual FIT Payment Rates Tables setting out the following FIT payment rates to apply for the FIT Year to which the tables relate-
- (a) the Generation Tariffs for all Eligible Installations with a Tariff Date before the start of that FIT Year;
  - (b) the Generation Tariffs for Eligible Installations, other than solar photovoltaic installations, with a Tariff Date in that FIT Year (subject to any mid-year amendment of the Generation Tariffs for those installations under Part 3, Chapter 4 of Annex 4); and
  - (c) the Export Tariffs for all Eligible Installations.

3.5 Annex 3 contains provisions about the Quarterly Solar Tariff Table.

3.6 Annex 4 contains provision about the Annual FIT Payment Rates Tables.

3.7 Annex 5 contains additional provision about Generation Tariffs for solar photovoltaic Eligible Installations.

3.8 In clauses 3.3 to 3.7 and in Annexes 2 to 5, references to installations using a particular type of Eligible Low-Carbon Energy Source are to be treated as excluding any such installations with a Declared Net Capacity of 50kW or less Commissioned on or before 14<sup>th</sup> July 2009 and accredited under the ROO on or before 31<sup>st</sup> March 2010.

3.9 The FIT Payments made by the Mandatory FIT Licensee shall be such that:

- 3.9.1 the Generation Payment shall be available to all FIT Generators with Accredited FIT Installations;
- 3.9.2 the Export Payment shall be available only to FIT Generators with Accredited FIT Installations which have the necessary Plant to Export electricity and have requested to receive Export Payments in accordance with Part 1, clause 7.1.

## **B TREATMENT OF FIT GENERATORS AND ACCREDITED FIT INSTALLATIONS**

### **4. MCS-certified Registration**

4.1 The Mandatory FIT Licensee shall take all reasonable steps to support the process of MCS-certified Registration.

4.2 When the Mandatory FIT Licensee receives a request for FIT Payments from a FIT Generator using an MCS-FIT Technology, the Mandatory FIT

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Licensee shall not submit details of that FIT Generator to the Authority for the purposes of entry onto the Central FIT Register until it has first –

- 4.2.1 confirmed that the request relates to an MCS-certified Installation;
- 4.2.2 determined the Site of the installation in accordance with clause 4.3; and
- 4.2.3 obtained sufficient information, if the request relates to a solar photovoltaic installation, to determine –
  - (a) whether the Energy Efficiency Requirement applies in relation to the installation and, if so, whether that requirement is satisfied; and
  - (b) whether paragraph 9 of Annex 5 applies in relation to the installation.
- 4.3 Where the Mandatory FIT Licensee is required to determine the Site of an installation, it shall do so in accordance with the same principles, set out in the FIT Order, as the Authority is to apply in determining the Site of an installation when carrying out ROO-FIT Accreditation.
- 4.4 When the Mandatory FIT Licensee has confirmed and determined the matters referred to in Part 1, clause 4.2, the Mandatory FIT Licensee shall submit to the Authority such information on the FIT Generator as is required by the process of MCS-certified Registration for entry of the FIT Generator and the relevant Eligible Installation onto the Central FIT Register.
- 4.5 As soon as reasonably practicable after receiving notification from the Authority of the Confirmation Date (subject to the requirement of Part 1, clause 6.1), the Mandatory FIT Licensee shall provide the FIT Generator with a Statement of FIT Terms to review and seek agreement.
- 4.6 A Mandatory FIT Licensee shall not be required to support MCS-certified Registration as regards a Migrated ROO Generator using an MCS-FIT Technology and shall not make any FIT Payments to that Migrated ROO Generator until the provisions of Part 1, clauses 3.1 and 3.2 are satisfied.

**5. ROO-FIT Accreditation**

- 5.1 The Mandatory FIT Licensee shall not be responsible for ROO-FIT Accreditation.
- 5.2 When the Mandatory FIT Licensee receives a request for FIT Payments from a FIT Generator whose circumstances are such that ROO-FIT Accreditation is appropriate for participation in the FIT Scheme, the Mandatory FIT Licensee shall refer that FIT Generator to the Authority which shall undertake ROO-FIT Accreditation.

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- 5.3 When the Mandatory FIT Licensee receives a request for FIT Payments from a FIT Generator which demonstrates its ROO-FIT Accreditation is complete, the Mandatory FIT Licensee shall submit to the Authority such information on the FIT Generator as is required for entry to the Central FIT Register.
- 5.4 As soon as reasonably practicable after receiving notification from the Authority of the Confirmation Date (subject to the requirement of Part 1, clause 6.1), the Mandatory FIT Licensee shall provide the FIT Generator with a Statement of FIT Terms to review and seek agreement.
- 5.5 The Mandatory FIT Licensee shall not be obliged to make FIT Payments to the FIT Generator until the provisions of Part 1, clauses 3.1 and 3.2 are satisfied.

**6. Statement of FIT Terms**

- 6.1 The Mandatory FIT Licensee shall take all reasonable steps to agree in writing a Statement of FIT Terms with a FIT Generator as regards an Accredited FIT Installation within ten working days of the Confirmation Date, such agreement not to be unreasonably withheld.
- 6.2 The Mandatory FIT Licensee shall ensure that the Statement of FIT Terms incorporates as a minimum the Principal Generator Terms detailed in Part 1, clause 6.3 and the Principal FIT Licensee Terms detailed in Part 1, clause 6.4, in accordance with any guidance issued by the Authority.
- 6.3 The Principal Generator Terms shall include:
- 6.3.1 obligations relevant to FIT Payments, including:
- (a) Tariff Code;
  - (b) Confirmation Date;
  - (c) Eligibility Date and Eligibility Period;
  - (d) Tariff Date;
  - (e) the Generation Tariff applying at the Confirmation Date;
  - (f) the Export Tariff applying at the Confirmation Date (where applicable) and how to elect to receive Export Payments;
  - (g) frequency of FIT Payment;
  - (h) data on which calculation of FIT Payments shall be based and the process by which such data is to be provided;
  - (i) the consequences of ceasing to be eligible for FIT Payments;



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- (j) and any other term that may reasonably be considered to significantly affect the evaluation by the FIT Generator of the arrangement under which FIT Payments shall be made by the Mandatory FIT Licensee; and
- 6.3.2 obligations relevant to the protection of the FIT Generator to which the Mandatory FIT Licensee shall be obliged to adhere, including:
  - (a) a description of the Complaints Procedure and a stated duty to participate in the Complaints Procedure on disputes in relation to compliance with obligations under the FIT Scheme;
  - (b) a duty not to discriminate without objective justification in terms of changing Relevant Electricity Supplier or the prices for supply and other charges as between FIT Generators and other parties to whom electricity is supplied by the Mandatory FIT Licensee;
  - (c) a description of the process of Switching and a stated duty to participate as required to facilitate the Switching of a FIT Generator;
  - (d) a duty not to impose any obligations on a FIT Generator which are additional to, or more onerous than those that are necessary to enable the Mandatory FIT Licensee to meet its obligations under the FIT Scheme;
  - (e) a duty to fulfil obligations under the FIT Scheme efficiently and expeditiously;
  - (f) a term setting out the termination rights which permit the FIT Generator to withdraw from the FIT Scheme or Switch;
  - (g) a term identifying the risks to a FIT Generator of failure to adhere to the Statement of FIT Terms, for example following failure to provide the required data in a timely fashion and as regards suspension and recoupment of FIT Payments.
- 6.4 The Principal FIT Licensee Terms shall include:
  - 6.4.1 a term explaining that FIT Payments shall be made by reference to data in the Central FIT Register;
  - 6.4.2 a term identifying the FIT Generator's obligations as regards providing information, declarations and evidence to the Mandatory FIT Licensee and the Authority (as well as any consents required for the purposes of data protection) as required for the administration of the FIT Scheme;

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- 6.4.3 a term requiring the FIT Generator to inform the Mandatory FIT Licensee as soon as reasonably possible in the event there is a change in ownership of an Accredited FIT Installation;
  - 6.4.4 a term requiring the FIT Generator to inform the Mandatory FIT Licensee as soon as reasonably possible of Extensions or Reductions to an Accredited FIT Installation;
  - 6.4.5 a term setting out the circumstances and procedures for changing the Nominated Recipient on the Central FIT Register;
  - 6.4.6 a term explaining meter ownership and responsibilities, including as regards access to the property of the FIT Generator if required for inspection, testing and (in the case of the Export Meter) maintenance and if appropriate replacement.
- 6.5 In the event the Central FIT Register is amended by the Authority to correct an error or to reflect any change in circumstances relevant to the content of the Statement of FIT Terms, for example, the Extension of an Accredited FIT Installation, the Mandatory FIT Licensee shall revise the Statement of FIT Terms as required and an amended version shall be supplied to the FIT Generator.
- 6.6 The Mandatory FIT Licensee shall be required to take due account of guidance issued by the Authority as regards the content and the form of the Statement of FIT Terms but can agree terms more favourable to the FIT Generator if so desired;
- 6.7 In addition to what is stipulated in the Statement of FIT Terms, the Mandatory FIT Licensee shall have the following specific duties as regards FIT Generators in the context of the FIT Scheme:
- 6.7.1 when providing information to a FIT Generator (whether in writing, by electronic display or orally) in relation to the FIT Scheme, the Mandatory FIT Licensee shall take all reasonable steps to ensure it:
    - (a) is complete and accurate;
    - (b) is capable of being easily understood by the FIT Generator;
    - (c) does not mislead the FIT Generator; and
    - (d) is otherwise fair, transparent, appropriate and delivered in a professional manner both in terms of content and in terms of how it is presented (with more important information being given appropriate prominence);
  - 6.7.2 when making FIT Payments to a FIT Generator or Nominated Recipient, the Mandatory FIT Licensee shall ensure that the Statement of FIT Terms by reference to which it does so does not

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materially discriminate without objective justification between one group of FIT Generators and any other such group;

6.7.3 the Mandatory FIT Licensee shall notify FIT Generators and Nominated Recipients to which it makes FIT Payments as soon as reasonably possible at the occurrence of an Insolvency Event.

6.8 To the extent a FIT Generator falls into the definition of Customer, Domestic Customer or Micro-business Consumer under the Electricity Supply Licence, participation in the FIT Scheme and involvement in Small-scale Low-carbon Generation shall have no effect on the rights and obligations resulting from that status under Sections A and B of the Electricity Supply Licence.

**7. Export**

7.1 Where a FIT Generator's request for FIT Payments includes a request for Export Payments, in addition to the requirements of Part 1, clause 3 above, the Mandatory FIT Licensee shall be obliged to purchase FIT Export from the Accredited FIT Installation by offering an amount equivalent to the appropriate Export Payments.

7.2 Where payments have commenced in accordance with Part 1, clause 7.1 above, the Mandatory FIT Licensee remain obliged to make Export Payments until the earlier of termination in accordance with the FIT Scheme or the receipt of an Export Payment Opt Out Notification from the FIT Generator.

7.3 The Mandatory FIT Licensee shall act in accordance with an Export Payment Opt Out Notification received from a FIT Generator and cease to apply the FIT Scheme to such Export unless:

7.3.1 it is due to take effect within one year of a request for Export Payments from the FIT Generator;

7.3.2 it requires the Mandatory FIT Licensee to act retrospectively; or

7.3.3 it receives a Cancellation of Export Payment Opt Out Notification.

7.4 A Cancellation of Export Payment Opt Out Notification shall not take effect if;

7.4.1 it is due to take effect within one year of receipt of an Export Payment Opt Out Notification; or

7.4.2 it requires the Mandatory FIT Licensee to act retrospectively.

7.5 The Mandatory FIT Licensee shall remain obliged to make Generation Payments, as appropriate, to FIT Generators irrespective of whether they request Export Payments pursuant to Part 1, clause 7.1.

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7.6 The Mandatory FIT Licensee may calculate the Export Payment for FIT Export by reference either to:

7.6.1 Export Meter Readings; or

7.6.2 Deemed Export Readings, as regards Deemed Export only.

## **C ADMINISTRATION, ERROR AND ABUSE OF SCHEME**

### **8. Reducing, recouping and withholding FIT Payments**

8.1 The Mandatory FIT Licensee shall take all reasonable steps to ensure any FIT Payments it has made to a FIT Generator or Nominated Recipient reflect only that to which that FIT Generator or Nominated Recipient is entitled.

8.2 The Mandatory FIT Licensee may, and must if directed by the Authority, reduce or withhold FIT Payments from a FIT Generator or take steps to recoup FIT Payments:

8.2.1 when it is identified (either through notification from the Authority or following an internal review by the Mandatory FIT Licensee) that there has been an error by the:

(a) Mandatory FIT Licensee; or

(b) FIT Generator; or

(c) Authority,

which has led that Mandatory FIT Licensee to make FIT Payments in excess of entitlement;

8.2.2 when the Authority has established that a FIT Generator has received FIT payments to which it is not entitled and has noted this fact in the Central FIT Register,

except that it is not required to take steps to recoup incorrect FIT Payments made by another FIT Licensee.

8.3 Where the Authority informs the Mandatory FIT Licensee that the accreditation of an installation as an Accredited FIT Installation has been suspended or withdrawn, the Mandatory FIT Licensee shall not make any further FIT Payments in respect of that installation until such time as notified by the Authority that the suspension has ended or the withdrawal has been revoked, except insofar as otherwise directed by the Authority to make a reduced FIT Payment.

8.4 The Mandatory FIT Licensee must comply with any direction by the Authority as to the making of FIT payments in respect of an installation, in

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the event that the Authority ends the suspension or revokes the withdrawal of the installation's accreditation as an Accredited FIT Installation.

**9. Audit of Scheme**

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

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

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

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

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

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

9.3.1 reasons for suspicion;

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

**10. Modifications to an Accredited FIT Installation etc.**

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

10.1.1 notify the Authority;

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

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

10.2.1 Unless clause 10.2.2 applies:

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- (a) treat the modified Accredited FIT Installation for the purposes of calculating FIT Payments in accordance with the updated Central FIT Register and any instruction which may be issued by the Authority; and
  - (b) amend the Statement of FIT Terms as required and provide a copy to the FIT Generator;
- 10.2.2 if the Specified Maximum Capacity is exceeded, cease making FIT Payments.
- 10.3 In the event that the output of separate Accredited FIT Installations is not being separately measured, in calculating FIT Payments the Mandatory FIT Licensee shall pro-rate the amount of electricity generated or Exported by reference to the Total Installed Capacity of each Accredited FIT Installation.
- 10.4 In the event a FIT Generator increases Small-scale Low-carbon Generation at a Site using an Eligible Low-carbon Energy Source different to that used in the existing Accredited FIT Installation Owned by the same FIT Generator, the Mandatory FIT Licensee shall treat this as a separate Accredited FIT Installation.

**11. Change of status**

- 11.1 In the event a Mandatory FIT Licensee ceases to have Mandatory FIT Licensee status, it shall be required subject to clauses 11.2 and 11.3 to:
  - 11.1.1 continue its participation in the FIT Scheme as a Mandatory FIT Licensee until the later of:
    - (a) its next FIT Notification;
    - (b) the end of the FIT Year in which its status altered;
    - (c) the expiry of the period of at least 6 weeks' notice, required by clause 11.1.2 below;
  - 11.1.2 notify in writing its change in status and consequences of that to the FIT Generators to which it makes FIT Payments allowing a notice period of at least 6 weeks.
- 11.2 Clause 11.3 applies to a licensee which-
  - 11.2.1 was a Mandatory FIT Licensee immediately before 1<sup>st</sup> August 2012; but
  - 11.2.2 is not within the definition of "Mandatory FIT Licensee" as amended with effect from 1<sup>st</sup> August 2012; and

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- 11.2.3 gave notice to the Authority in writing by 30<sup>th</sup> September 2012 that it wished to-
  - (a) cease to be a FIT Licensee; or
  - (b) become a Voluntary FIT Licensee instead of a Mandatory FIT Licensee.
- 11.3 Where this clause applies to a licensee-
  - 11.3.1 clause 11.1 shall not apply to it;
  - 11.3.2 it shall be required to continue to participate in the FIT Scheme as a Mandatory FIT Licensee until the expiry of the notice period required by clause 11.3.3;
  - 11.3.3 it must notify in writing its change of status and the consequences of that to the FIT Generators to which it makes FIT Payments allowing a notice period of at least 6 weeks; and
  - 11.3.4 upon the expiry of that notice period it shall cease to be a FIT Licensee, or become a Voluntary FIT Licensee, as the case may be.

## **PART 2 – VOLUNTARY FIT LICENSEES**

### **A BASIC PRINCIPLES**

#### **1. Application of Part 2**

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

#### **2. To whom obligation is owed**

- 2.1 The Voluntary FIT Licensee shall, subject to the terms of this FIT Scheme, be obliged to accept a request for FIT Payments from a FIT Generator as regards an Accredited FIT Installation with Total Installed Capacity of 50kW or less which occupies a Site to which the Voluntary FIT Licensee is the Relevant Electricity Supplier and as regards which the FIT Generator is also a Customer of that Voluntary FIT Licensee at that Site.
- 2.2 The Voluntary FIT Licensee shall not be obliged to make the FIT Scheme available to any FIT Generator falling outside the category in Part 2, clause 2.1 above but may elect to do so.

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

3.1 The Voluntary FIT Licensee shall be bound by the obligations set down in Part 1, clauses 3 to 10, the necessary changes having been made to adjust for the differing context, as regards both:

3.1.1 FIT Generators falling into the category listed in Part 2, clause 2.1 which it is obliged to accept as a result of electing to become a Voluntary FIT Licensee; and

3.1.2 FIT Generators which it elects to accept into the FIT Scheme pursuant to Part 2, clause 2.2.

### **4. Change of status**

4.1 In the event a Voluntary FIT Licensee elects no longer to participate in the FIT Scheme as a Voluntary FIT Licensee, it shall:

4.1.1 notify the Authority and comply with any instructions provided;

4.1.2 be required to continue its existing obligations as a Voluntary FIT Licensee under the FIT Scheme until the later of:

(a) its next FIT Notification;

(b) the end of the FIT Year in which the notification required by Part 2, clause 4.1.1 is made;

(c) the expiry of the period of at least 6 weeks' notice, required by Part 2, clause 4.1.3;

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

## **PART 3 – ALL LICENSEES**

### **1. Application of Part 3**

1.1 This Part 3 shall apply to all licensees.

### **2. Change of status**

2.1 The licensee shall submit a FIT Notification to the Authority on or before 14<sup>th</sup> February in each year.

2.2 The FIT Notification shall state whether, in the following FIT Year, the licensee is to be-

2.2.1 a Mandatory FIT Licensee (by reference to its status as at 31<sup>st</sup> December of the preceding calendar year);



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2.2.2 a Voluntary FIT Licensee; or

2.2.3 neither a Mandatory FIT Licensee nor a Voluntary FIT Licensee.

**3. Levelisation Process**

3.1 The licensee shall participate in the Levelisation Process as set out in the FIT Order, in accordance with the Authority's instructions, and:

3.1.1 cooperate with the Authority to provide such information as is required by it for the efficient administration of the Levelisation Process;

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

**4. Insolvency Event**

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

**5. Provision of information to Authority**

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

5.2 The licensee shall be obliged to retain documents relating to the FIT Scheme for a period of 5 years or such other period as the Authority may direct.

**6. Modification**

6.1 Modifications to the provisions of the FIT Scheme set out in these Standard Licence Conditions shall be made in accordance with the provisions of section 42 EA08 insofar as such modifications fall within the scope of section 41 EA08.

**7. In the event of inconsistency**

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

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

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ANNEX 1

ELIGIBILITY PERIOD TABLE

| <i>Installation</i>   | <i>Eligible Low-carbon Energy Source</i>  |   |   |
|---|---|---|---|
|   | <i>Solar Photovoltaic</i>   | <i>Combined heat and power with an electrical capacity of 2kW or less</i> | <i>All other Eligible Low-carbon Energy Sources</i>               |
| Eligible Installations Commissioned on or after 1 April 2010  | If the Eligibility Date is before 1 August 2012, 25 years commencing on the Eligibility Date.<br><br>If the Eligibility Date is on or after 1 August 2012, 20 years commencing on the Eligibility Date. | 10 years commencing on the Eligibility Date                               | 20 years commencing on the Eligibility Date                       |
| Eligible Installations Commissioned during the period commencing on 15 July 2009 and ending on 31 March 2010 which have not received accreditation under the ROO  | 25 years commencing on 1 April 2010   | 10 years commencing on 1 April 2010                                       | 20 years commencing on 1 April 2010                               |
| Eligible Installations with a declared net capacity of 50kW or less Commissioned during the period commencing on 15 July 2009 and ending on 31 March 2010 which have received accreditation under the ROO   | 25 years commencing on 1 April 2010   |   | 20 years commencing on 1 April 2010                               |
| Eligible Installations with a declared net capacity greater than 50kW Commissioned during the period commencing on 15 July 2009 and ending on 31 March 2010 which were previously accredited under the ROO and which have an Eligibility Date of 1 April 2010 | 24 years and 6 months commencing on 1 April 2010  |   | 19 years and 6 months commencing on 1 April 2010                  |
| Eligible Installations with a declared net capacity greater than 50kW Commissioned during the period commencing on 15 July 2009 and ending on 31 March 2010 which were previously accredited under the ROO and which have an Eligibility Date of 1 April 2011 | 23 years and 6 months commencing on 1 April 2011  |   | 18 years and 6 months commencing on 1 April 2011                  |
| Eligible Installations with a declared net capacity of 50kW or less Commissioned on or before 14 July 2009 and accredited under the ROO on or before 31 March 2010  | the period commencing on 1 April 2010 and ending on 31 March 2027   |   | the period commencing on 1 April 2010 and ending on 31 March 2027 |

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## ANNEX 2

### FIT PAYMENT RATES FOR ELECTRICITY GENERATED OR EXPORTED IN FIT YEAR 3

1. The FIT payment rates in Tables 1 to 3 apply in respect of electricity generated or exported in FIT Year 3.
2. The FIT Payment rate for an Accredited FIT Installation of a description specified in the first column of one of Tables 1 to 3 and with a Tariff Date specified in the second column is the applicable rate specified in the corresponding entry in the third column.
3. All FIT payment rates in Tables 1 to 3 are pence per kilowatt hour at 2012/13 values.
4. In Table 2, the conditional date referred to in the entries in the second column for certain descriptions of installations applies only where the European Commission gives state aid approval on or before 31 March 2013 for the higher rate specified in the entry and in such case the conditional date is the later of (a) 1 December 2012, or (b) the date on which the approval is given. If state aid approval is not given on or before 31 March 2013, the lower rate specified in the entry applies throughout FIT Year 3.
5. The Generation Tariffs for electricity generated in FIT Year 3 by solar photovoltaic installations with a Tariff Date from 1 February to 31 March 2013, are the rates set out in the table published by the Authority for the period 1 February to 30 April 2013 pursuant to articles 13(2) of the Feed-in Tariffs (Specified Maximum Capacity and Functions) Order 2010.

Table 1 – Generation tariffs for solar photovoltaic Eligible Installations with a Tariff Date on or before 31 January 2013

| <i>Description</i>   | <i>Period in which Tariff Date falls</i> | <i>Tariff</i> |       |
|--|--|---------------|-------|
| Solar photovoltaic with total installed capacity of 4kW or less, where attached to or wired to provide electricity to a new building before first occupation | 1 April 2010 to 2 March 2012             | 39.60         |       |
|  | 3 March 2012 to 31 March 2012            | 21.00         |       |
|  | 1 April 2012 to 31 July 2012             | Higher rate   | 21.00 |
|  |  | Middle rate   | 16.80 |
|  |  | Lower rate    | 9.00  |
|  | 1 August 2012 to 31 October 2012         | Higher rate   | 16.00 |
| Middle rate  |  | 14.40         |       |
| Lower rate   |  | 7.10          |       |
| 1 November 2012 to 31 January 2013   | Higher rate                              | 15.44         |       |
|  | Middle rate                              | 13.90         |       |
|  | Lower rate                               | 7.10          |       |
| Solar photovoltaic with total installed capacity of 4kW or less, where attached to or wired to provide electricity to a building which is already occupied   | 1 April 2010 to 2 March 2012             | 45.40         |       |
|  | 3 March 2012 to 31 March 2012            | 21.00         |       |
|  | 1 April 2012 to 31 July 2012             | Higher rate   | 21.00 |
|  |  | Middle rate   | 16.80 |
|  |  | Lower rate    | 9.00  |
| 1 August 2012 to 31 October 2012   | Higher rate                              | 16.00         |       |
|  | Middle rate                              | 14.40         |       |
|  | Lower rate                               | 7.10          |       |

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|  |                                    |  |                        |
|--|------------------------------------|--|------------------------|
|  | 1 November 2012 to 31 January 2013 | Higher rate<br>Middle rate<br>Lower rate | 15.44<br>13.90<br>7.10 |
| Solar photovoltaic (other than stand-alone) with total installed capacity greater than 4kW but not exceeding 10kW    | 1 April 2010 to 2 March 2012       |  | 39.60                  |
|  | 3 March 2012 to 31 March 2012      |  | 16.80                  |
|  | 1 April 2012 to 31 July 2012       | Higher rate<br>Middle rate<br>Lower rate | 16.80<br>13.40<br>9.00 |
|  | 1 August 2012 to 31 October 2012   | Higher rate<br>Middle rate<br>Lower rate | 14.50<br>13.05<br>7.10 |
|  | 1 November 2012 to 31 January 2013 | Higher rate<br>Middle rate<br>Lower rate | 13.99<br>12.59<br>7.10 |
| Solar photovoltaic (other than stand-alone) with total installed capacity greater than 10kW but not exceeding 50kW   | 1 April 2010 to 2 March 2012       |  | 34.50                  |
|  | 3 March 2012 to 31 March 2012      |  | 15.20                  |
|  | 1 April 2012 to 31 July 2012       | Higher rate<br>Middle rate<br>Lower rate | 15.20<br>12.20<br>9.00 |
|  | 1 August 2012 to 31 October 2012   | Higher rate<br>Middle rate<br>Lower rate | 13.50<br>12.15<br>9.00 |
|  | 1 November 2012 to 31 January 2013 | Higher rate<br>Middle rate<br>Lower rate | 13.03<br>11.73<br>7.10 |
| Solar photovoltaic (other than stand-alone) with total installed capacity greater than 50kW but not exceeding 100kW  | 1 April 2010 to 31 July 2011       |  | 34.50                  |
|  | 1 August 2011 to 2 March 2012      |  | 19.90                  |
|  | 3 March 2012 to 31 March 2012      |  | 12.90                  |
|  | 1 April 2012 to 31 July 2012       | Higher rate<br>Middle rate<br>Lower rate | 12.90<br>10.30<br>9.00 |
|  | 1 August 2012 to 31 January 2013   | Higher rate<br>Middle rate<br>Lower rate | 11.50<br>10.35<br>7.10 |
| Solar photovoltaic (other than stand-alone) with total installed capacity greater than 100kW but not exceeding 150kW | 1 April 2010 to 31 July 2011       |  | 32.20                  |
|  | 1 August 2011 to 2 March 2012      |  | 19.90                  |
|  | 3 March 2012 to 31 March 2012      |  | 12.90                  |
|  | 1 April 2012 to 31 July 2012       | Higher rate<br>Middle rate<br>Lower rate | 12.90<br>10.30<br>9.00 |
|  | 1 August 2012 to 31 January 2013   | Higher rate<br>Middle rate<br>Lower rate | 11.50<br>10.35<br>7.10 |
| Solar photovoltaic (other than stand-alone) with total installed capacity greater than 150kW but not exceeding 250kW | 1 April 2010 to 31 July 2011       |  | 32.20                  |
|  | 1 August 2011 to 2 March 2012      |  | 15.70                  |
|  | 3 March 2012 to 31 March 2012      |  | 12.90                  |
|  | 1 April 2012 to 31 July 2012       | Higher rate<br>Middle rate<br>Lower rate | 12.90<br>10.30<br>9.00 |
|  | 1 August 2012 to 31 January 2013   | Higher rate<br>Middle rate<br>Lower rate | 11.00<br>9.90<br>7.10  |

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|   |                                  |       |
|---|----------------------------------|-------|
| Solar photovoltaic (other than stand-alone) with total installed capacity greater than 250kW  | 1 April 2010 to 31 July 2011     | 32.20 |
|   | 1 August 2011 to 31 July 2012    | 8.90  |
|   | 1 August 2012 to 31 January 2013 | 7.10  |
| Stand-alone (autonomous) solar photovoltaic (not attached to a building and not wired to provide electricity to an occupied building) | 1 April 2010 to 31 July 2011     | 32.20 |
|   | 1 August 2011 to 31 July 2012    | 8.90  |
|   | 1 August 2012 to 31 January 2013 | 7.10  |

Table 2 – Generation tariffs for other Eligible Installations with a Tariff Date on or before 31 March 2013

| <i>Description</i>   | <i>Period in which Tariff Date falls</i> | <i>Tariff</i> |
|--|--|---------------|
| Anaerobic digestion with total installed capacity of 250kW or less   | 1 April 2010 to 29 September 2011        | 12.70         |
|  | 30 September 2011 to 31 March 2013       | 14.70         |
| Anaerobic digestion with total installed capacity greater than 250kW but not exceeding 500kW                             | 1 April 2010 to 29 September 2011        | 12.70         |
|  | 30 September 2011 to 31 March 2013       | 13.60         |
| Anaerobic digestion with total installed capacity greater than 500kW   | 1 April 2010 to 30 November 2012         | 9.90          |
|  | 1 December 2012 to 31 March 2013         | 8.96          |
| Hydro generating station with total installed capacity of 15kW or less   | 1 April 2010 to 30 November 2012         | 21.90         |
|  | 1 December 2012 to 31 March 2013         | 21.00         |
| Hydro generating station with total installed capacity greater than 15kW but not exceeding 100kW                         | 1 April 2010 to 31 March 2013            | 19.60         |
| Hydro generating station with total installed capacity greater than 100kW but not exceeding 500kW                        | before the Condition Date                | 12.10         |
|  | on or after the Conditional Date         | 15.50         |
| Hydro generating station with total installed capacity greater than 500kW but not exceeding 2MW                          | 1 April 2010 to 31 March 2013            | 12.10         |
| Hydro generating station with total installed capacity greater than 2MW  | 1 April 2010 to 30 November 2012         | 4.90          |
|  | 1 December 2012 to 31 March 2013         | 4.48          |
| Wind with total installed capacity of 1.5kW or less  | 1 April 2010 to 31 March 2012            | 37.90         |
|  | 1 April 2012 to 30 November 2012         | 35.80         |
|  | 1 December 2012 to 31 March 2013         | 21.00         |
| Wind with total installed capacity greater than 1.5kW but not exceeding 15kW   | 1 April 2010 to 31 March 2012            | 29.30         |
|  | 1 April 2012 to 30 November 2012         | 28.00         |
|  | 1 December 2012 to 31 March 2013         | 21.00         |
| Wind with total installed capacity greater than 15kW but not exceeding 100kW   | 1 April 2010 to 31 March 2012            | 26.50         |
|  | 1 April 2012 to 30 November 2012         | 25.40         |
|  | 1 December 2012 to 31 March 2013         | 21.00         |
| Wind with total installed capacity greater than 100kW but not exceeding 500kW  | 1 April 2010 to 30 November 2012         | 20.60         |
|  | 1 December 2012 to 31 March 2013         | 17.50         |
| Wind with total installed capacity greater than 500kW but not exceeding 1.5MW  | 1 April 2010 to 30 November 2012         | 10.40         |
|  | 1 December 2012 to 31 March 2013         | 9.50          |
| Wind with total installed capacity greater than 1.5MW  | 1 April 2010 to 30 November 2012         | 4.90          |
|  | 1 December 2012 to 31 March 2013         | 4.48          |
| Combined Heat and Power with total installed electrical capacity of 2kW or less (tariff only available for 30,000 units) | before the Conditional Date              | 11.00         |
|  | on or after the Conditional Date         | 12.50         |

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|  |                               |      |
|--|-------------------------------|------|
| Eligible Installations with a declared net capacity of 50kW or less Commissioned on or before 14 July 2009 and accredited under the ROO on or before 31 March 2010 | 1 April 2010 to 31 March 2013 | 9.90 |
|--|-------------------------------|------|

Table 3 – Export Tariffs

| <i>Description</i>                        | <i>Period in which Tariff Date falls</i> | <i>Tariff</i> |
|---|--|---------------|
| Solar photovoltaic Eligible Installations | 1 April 2010 to 31 July 2012             | 3.20          |
|   | on or after 1 August 2012                | 4.50          |
| All other Eligible Installations          | 1 April 2010 to 30 November 2012         | 3.20          |
|   | on or after 1 December 2012              | 4.50          |

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### ANNEX 3

#### FIT PAYMENT RATES FOR SOLAR PHOTOVOLTAIC ELIGIBLE INSTALLATIONS WITH A TARIFF DATE ON OR AFTER 1 APRIL 2013

##### Interpretation

1. “Solar Tariff Period” means one of the periods specified in the first column of the following table; and “Solar Deployment Period”, in relation to a Solar Tariff Period specified in the first column of the following table, means the period specified in the corresponding entry in the second column.

| Solar Tariff Period  | Solar Deployment Period                |
|--|--|
| 1 August 2012 to 31 October 2012                             |  |
| 1 November 2012 to 31 January 2013                           |  |
| 1 February 2013 to 30 April 2013                             |  |
| 1 May 2013 to 30 June 2013                                   | 1 November 2012 to 31 January 2013     |
| 1 July 2013 to 30 September 2013                             | 1 February 2013 to 31 March 2013       |
| 1 October to 31 December<br>(in 2013 or any subsequent year) | the preceding 1 April to 30 June       |
| 1 January to 31 March<br>(in 2014 or any subsequent year)    | the preceding 1 July to 30 September   |
| 1 April to 30 June<br>(in 2014 or any subsequent year)       | the preceding 1 October to 31 December |
| 1 July to 30 September<br>(in 2014 or any subsequent year)   | the preceding 1 January to 31 March    |

##### Installations with a Tariff Date in April 2013

2. For Eligible Installations with a Tariff Date from 1 April 2013 to 30 April 2013, the Generation Tariff applicable in relation to electricity generated in FIT Year 4 is the rate set out in the table referred to in paragraph 5 of Annex 2.

##### Contents of the Quarterly Solar Tariff Table

3. The following paragraphs apply in relation to Eligible Installations with a Tariff Date on or after 1 May 2013.
4. The Quarterly Solar Tariff Table shall set out the Generation Tariffs which are to apply, in relation to electricity generation in the FIT Year in which the Tariff Date falls, to Eligible Installations of each of the following descriptions with a Tariff Date in the Solar Tariff Period to which the table relates-
  - Solar photovoltaic with total installed capacity not exceeding 4kW, wired to provide electricity to a new building;
  - Solar photovoltaic with total installed capacity not exceeding 4kW, wired to provide electricity to a existing building;
  - Solar photovoltaic (other than stand-alone) with total installed capacity greater than 4kW but not exceeding 10kW;

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- Solar photovoltaic (other than stand-alone) with total installed capacity greater than 10kW but not exceeding 50kW;
  - Solar photovoltaic (other than stand-alone) with total installed capacity greater than 50kW but not exceeding 100kW;
  - Solar photovoltaic (other than stand-alone) with total installed capacity greater than 100kW but not exceeding 150kW;
  - Solar photovoltaic (other than stand-alone) with total installed capacity greater than 150kW but not exceeding 250kW;
  - Solar photovoltaic (other than stand-alone) with total installed capacity greater than 250kW;
  - Stand-alone solar photovoltaic (not wired to provide electricity to a building).
5. The Quarterly Solar Tariff Table shall specify-
- (a) a higher rate, middle rate and lower rate for the first to seventh descriptions of installations in paragraph 4; and
  - (b) a standard rate for the eighth and ninth descriptions of installations in paragraph 4.
6. Where a higher rate, middle rate and lower rate are to be specified for a description of Eligible Installation-
- (a) the higher rate shall be determined in accordance with paragraphs 9 to 22;
  - (b) the middle rate shall be 90% of the higher rate unless that is less than the lower rate, in which case it shall be equal to the lower rate; and
  - (c) the lower rate shall be equal to the standard rate for stand-alone solar photovoltaic installations for that Solar Tariff Period.
6. Where a higher rate, middle rate and lower rate are to be specified for a description of Eligible Installation –
- (a) the higher rate shall be determined in accordance with paragraphs 9 to 22;
  - (b) the middle rate shall be 90% of the higher rate unless that is less than the lower rate, in which case it shall be equal to the lower rate; and
  - (c) the lower rate shall be equal to the standard rate for stand-alone solar photovoltaic installations for that Solar Tariff Period.
7. Where only a standard rate is to be specified for a description of Eligible Installation, that rate shall be determined in accordance with paragraphs 9 and 16 to 22.



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8. FIT payment rates in the Quarterly Solar Tariff Table shall be expressed as pence per kilowatt hour and calculated to two decimal places.

Determination of higher rate and standard rate

9. The higher rate or standard rate for a description of Eligible Installation shall, subject to paragraphs 19 to 22, be the higher rate or standard rate applying to installations of that description with a Tariff Date in the preceding Solar Tariff Period, minus the relevant percentage of that rate (the “degression rate”) determined in accordance with the following paragraphs.

(a) Installations with up to and including 10kW total installed capacity (other than stand-alone installations)

10. Paragraph 11 applies to the following descriptions of Eligible Installations –
- Solar photovoltaic with total installed capacity of 4kW or less, wired to provide electricity to a new building;
  - Solar photovoltaic with total installed capacity of 4kW or less, wired to provide electricity to an existing building;
  - Solar photovoltaic (other than stand-alone) with total installed capacity greater than 4kW but not exceeding 10kW.
11. Where the aggregate capacity of all solar photovoltaic installations with a Declared Net Capacity of 10kW or less deployed in the relevant Solar Deployment Period is within a range specified in the first column of the following table, the degression rate for each description of installation to which this paragraph applies is the rate specified in the corresponding entry in the second column:

| <i>Aggregate Declared Net Capacity of all solar photovoltaic installations with a Declared Net Capacity of 10kW or less deployed in the Solar Deployment Period</i> | <i>Degression rate</i> |
|---|------------------------|
| Not more than 100MW   | nil                    |
| More than 100MW but not more than 200MW   | 3.5%                   |
| More than 200MW but not more than 250MW   | 7.0%                   |
| More than 250MW but not more than 300MW   | 14.0%                  |
| More than 300MW   | 28.0%                  |

12. For the purposes of paragraph 11, the aggregate Declared Net Capacity of solar photovoltaic installations with a Declared Net Capacity of 10kW or less deployed in a Solar Deployment Period shall be taken to be the amount determined and published by the Secretary of State under paragraph 2(a) of Schedule 2 to the FIT Order in relation to that Solar Deployment Period.

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(b) Installations with more than 10kW and up to and including 50kW total installed capacity (other than stand-alone installations)

13. Paragraph 14 applies to the following description of Eligible Installations –

- Solar photovoltaic (other than stand-alone) with total installed capacity greater than 10kW but not exceeding 50kW.

14. Where the aggregate Declared Net Capacity of all solar photovoltaic installations with a Declared Net Capacity of more than 10kW but not more than 50kW deployed in the relevant Solar Deployment Period is within a range specified in the first column of the following table, the degression rate for the description of installations to which this paragraph applies is the rate specified in the corresponding entry in the second column:

| <i>Aggregate Declared Net Capacity of all solar photovoltaic installations with a Declared Net Capacity of more than 10kW but not more than 50kW deployed in the Solar Deployment Period</i> | <i>Degression rate</i> |
|--|------------------------|
| Not more than 50MW   | nil                    |
| More than 50MW but not more than 100MW   | 3.5%                   |
| More than 100MW but not more than 150MW  | 7.0%                   |
| More than 150MW but not more than 200MW  | 14.0%                  |
| More than 200MW  | 28.0%                  |

15. For the purposes of paragraph 14, the aggregate Declared Net Capacity of solar photovoltaic installations with a Declared Net Capacity of more than 10kW but not more than 50kW deployed in a Solar Deployment Period shall be taken to be the amount determined and published by the Secretary of State under paragraph 2(b) of Schedule 2 to the FIT Order in relation to that Solar Deployment Period.

(c) Installations with more than 50kW total installed capacity and stand-alone installations

16. Paragraph 17 applies to the following descriptions of Eligible Installations –

- Solar photovoltaic (other than stand-alone) with total installed capacity greater than 50kW but not exceeding 100kW
- Solar photovoltaic (other than stand-alone) with total installed capacity greater than 100kW but not exceeding 150kW
- Solar photovoltaic (other than stand-alone) with total installed capacity greater than 150kW but not exceeding 250kW

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- Solar photovoltaic (other than stand-alone) with total installed capacity greater than 250kW
  - Stand-alone solar photovoltaic (not wired to provide electricity to a building)
17. Where the aggregate Total Installed Capacity of solar photovoltaic installations with a Declared Net Capacity of more than 50kW deployed in the relevant Solar Deployment Period is within a range specified in the first column of the following table, the degression rate for each description of installation to which this paragraph applies is the rate specified in the corresponding entry in the second column:

| <i>Aggregate Total Installed Capacity of solar photovoltaic installations with a Declared Net Capacity of more than 50kW deployed in Solar Deployment Period</i> | <i>Degression rate</i> |
|--|------------------------|
| Not more than 50MW   | nil                    |
| More than 50MW but not more than 100MW   | 3.5%                   |
| More than 100MW but not more than 150MW  | 7.0%                   |
| More than 150MW but not more than 200MW  | 14.0%                  |
| More than 200MW  | 28.0%                  |

18. For the purposes of paragraph 17, the aggregate Total Installed Capacity of solar photovoltaic installations deployed in a Solar Deployment Period with a Declared Net Capacity of more than 50kW shall be taken to be the total of the amounts determined and published by the Secretary of State under paragraph 2(c)(i) and 2(c)(ii) of Schedule 2 to the FIT Order in relation to that Solar Deployment Period.

Degression for installations with a Tariff Date in the Solar Tariff Period from 1 July to 30 September 2013

19. In relation to the Quarterly Solar Tariff Table setting out the FIT Payment Rates to apply to installations with a Tariff Date in the Solar Tariff Period from 1 July to 30 September 2013, paragraphs 11, 14 and 17 are to apply as if each of the aggregate capacities in the tables in those paragraphs was two-thirds of the amount specified, rounded up to the nearest megawatt.

Adjustments to tariffs

20. The higher rate or standard rate for the Generation Tariff for a description of Eligible Installation with a Tariff Date in the Solar Tariff Period from 1 May to 30 June 2013 or any subsequent Solar Tariff Period shall not exceed a rate 3.5% less than the higher rate or standard rate which applied to installations of that description (or the most nearly corresponding description in Table 1 in Annex 2) with a Tariff Date three Solar Tariff Periods previously.
21. Paragraph 22 applies if, upon applying paragraphs 9 to 20 –

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- (a) the higher rate for installations (other than stand-alone) with Total Installed Capacity greater than 10kW but not exceeding 50kW would be more than the higher rate for installations (other than stand-alone) with Total Installed Capacity greater than 4kW but not exceeding 10kW; or
- (b) the higher rate for installations (other than stand-alone) with Total Installed Capacity –
  - (i) greater than 50kW but not exceeding 100kW;
  - (ii) greater than 100kW but not exceeding 150kW; or
  - (iii) greater than 150kW but not exceeding 250kW,

would be more than the higher rate (after any adjustment under paragraph 20) for installations (other than stand-alone) with total installed capacity greater than 10kW but not exceeding 50kW; or

- (c) the rate for -
  - (i) installations (other than stand-alone) with Total Installed Capacity greater than 250kW, or
  - (ii) stand-alone installations,

would be more than the higher rate (after any adjustment under paragraph 20) for installations (other than stand-alone) with Total Installed Capacity greater than 150kW but not exceeding 250kW.

22. Where this paragraph applies, the higher rate or standard rate for installations of the first-mentioned descriptions in sub-paragraph (a), (b) or (c) of paragraph 21 shall be reduced so that it is equal to the higher rate for installations of the second-mentioned description in that sub-paragraph.

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## ANNEX 4

### ANNUAL FIT PAYMENT RATE TABLES FOR FIT YEAR 4 (2013-14) AND SUBSEQUENT YEARS

#### PART 1

#### General

#### Interpretation

1. In this Annex –

“**existing installation**” means an Eligible Installation with a Tariff Date before the start of the relevant FIT Year;

“**new installation**” means an Eligible Installation with a Tariff Date in the relevant FIT Year;

“**relevant FIT Year**”, in relation to Annual FIT Payment Rate Tables, means the FIT Year in relation to which those tables apply; and

“**RPI**” means the percentage increase or decrease in the Retail Price Index over the 12 month period ending on 31<sup>st</sup> December immediately before the start of the relevant FIT Year.

#### Contents of the Tables

2. The Annual FIT Payment Rate Tables for a FIT Year shall set out –

- (a) the Generation Tariffs which (subject to Chapter 4 of Part 3, if applicable), are to apply in the relevant FIT Year to new installations other than solar photovoltaic installations;
- (b) the Generation Tariffs which are to apply in the relevant FIT Year to existing installations; and
- (c) the Export Tariffs which are to apply in the relevant FIT Year to all Eligible Installations.

3. FIT payment rates in the Annual FIT Payment Rate Tables –

- (a) for FIT Year 4, are to be determined in accordance with Part 2 of this Annex; and
- (b) for FIT Year 5 and subsequent FIT Years, are to be determined in accordance with Part 3 of this Annex.

4. FIT payment rates in the Annual FIT Payment Rate Tables shall be expressed as pence per kilowatt hour and calculated to two decimal places.

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PART 2

FIT Payment Rates for FIT Year 4 (2013-14)

5. The Generation Tariff for electricity generated in FIT Year 4 by a new installation other than a solar photovoltaic installation shall, subject to paragraphs 6 and 7, be the rate applying in FIT Year 3 to an installation of the same description with a Tariff Date of 31 March 2013, adjusted by RPI.
6. The Generation Tariff for electricity generated in FIT Year 4 by a new installation of a description in the first column of the following table shall be the rate set out in the corresponding entry in the second column, adjusted by RPI.

| <i>Description of installation</i>                                      | <i>Generation Tariff (subject to adjustment by RPI)</i> |
|---|---|
| Wind with total installed capacity greater than 1.5MW                   | 4.03 p/kWh  |
| Hydro generating station with total installed capacity greater than 2MW | 3.13 p/kWh  |

7. If –
  - (a) under Table 2 in Annex 2, different Generation Tariffs for a description of installation are specified as applying in FIT Year 3 to installations of that description with a Tariff Date before, and to installations with a Tariff Date on or after, the Conditional Date; and
  - (b) the Conditional Date does not occur during FIT Year 3, but occurs during FIT Year 4,

the Generation Tariff for electricity generated in FIT Year 4 by a new installation of that description shall be –

- (i) existing installations other than solar photovoltaic installations, and
- (ii) solar photovoltaic installations except those referred to in sub-paragraph (b),

8. The Generation Tariff for electricity generated in FIT Year 4 by an existing installation shall be –

- (a) for –
  - (i) existing installations other than solar photovoltaic installations, and
  - (ii) solar photovoltaic installations except those referred to in sub-paragraph (b),

the rate applying in FIT Year 3 adjusted by RPI; and

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- (b) for solar photovoltaic installations with a Tariff Date between 1 November 2012 and 31 March 2013, the rate applying in FIT Year 3 without any adjustment.
9. The Export Tariff for electricity exported in FIT Year 4 –
- (a) from an existing installation, shall be the rate applying in FIT Year 3 adjusted by RPI; and
- (b) from a new installation, shall be the rate applying in FIT Year 3 to an installation of the same description with a Tariff Date of 31 March 2013, adjusted by RPI.

PART 3

FIT Payment Rates for FIT Year 5 (2014-15) and subsequent FIT Years

Chapter 1

Generation Tariffs for new installations

Hydro generating stations, wind and anaerobic digestion installations

10. The Generation Tariff for a new hydro generating station, wind installation or anaerobic digestion installation shall, subject to paragraphs 24 to 26, be:

E - (ExD)

where –

E is the Generation Tariff which is to apply in the relevant FIT Year to an existing installation of the same description with a Tariff Date of 30 September in the preceding FIT Year; and

D is the percentage of E (the “degression rate”) determined in accordance with paragraphs 11 to 23.

- (a) Degression rates for new hydro generating stations
11. Where relevant deployment in the preceding calendar year was within a range specified in the first column of the following table, the degression rate for each description of hydro generating station is, subject to paragraph 12, the rate specified in the corresponding entry in the second column:

| <i>Aggregate capacity of relevant deployment of hydro generating stations in preceding calendar year</i> | <i>Degression rate</i> |
|--|------------------------|
| Not more than 12.5MW   | 2.5%                   |
| More than 12.5MW but not more than 25MW  | 5.0%                   |

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|   |       |
|---|-------|
| More than 25MW but not more than 50.1MW | 10.0% |
| More than 50.1MW                        | 20.0% |

12. If relevant deployment –

- (a) was not more than 25MW in the preceding calendar year; and
- (b) has not been more than 25MW in any previous calendar year,

the degression rate for hydro generating stations with total installed capacity greater than 2MW is nil.

13. For the purposes of paragraphs 11 and 12, relevant deployment in the previous calendar year shall be taken to be the sum of the amounts determined and published by the Secretary of State for that year under paragraph 3(a) of Schedule 2 to the FIT Order.

(b) Degression rates for new wind installations

14. Where relevant deployment in the preceding calendar year is within a range specified in the first column of the following table, the degression rate for the following descriptions of Eligible Installations –

- Wind with total installed capacity of 1.5kW or less
- Wind with total installed capacity greater than 1.5kW but not exceeding 15kW
- Wind with total installed capacity greater than 15kW but not exceeding 100kW

is the rate specified in the corresponding entry in the second column:

| <i>Aggregate capacity of relevant deployment of wind installations with a declared net capacity of 100kW or less in preceding calendar year</i> | <i>Degression rate</i> |
|---|------------------------|
| Not more than 3.3MW   | 2.5%                   |
| More than 3.3MW but not more than 6.5MW   | 5.0%                   |
| More than 6.5MW but not more than 13.1MW  | 10.0%                  |
| More than 13.1MW  | 20.0%                  |

15. For the purposes of paragraph 14, relevant deployment in the previous calendar year shall be taken to be the sum of the amounts determined and published by the



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Secretary of State for that year under paragraphs 3(b) and (c) Schedule 2 to the FIT Order.

16. Where relevant deployment in the preceding calendar year is within a range specified in the first column of the following table, the depression rate for the following descriptions of Eligible Installation –

- Wind with total installed capacity greater than 100kW but not exceeding 500kW
- Wind with total installed capacity greater than 500kW but not exceeding 1.5MW
- Wind with total installed capacity greater than 1.5MW

is, subject to paragraph 17, the rate specified in the corresponding entry in the second column:

| <i>Aggregate capacity of relevant deployment of wind installations with a declared net capacity of more than 100kW in preceding calendar year</i> | <i>Depression rate</i> |
|---|------------------------|
| Not more than 36.7MW  | 5.0%                   |
| More than 36.7MW but not more than 73.4MW   | 10.0%                  |
| More than 73.4MW  | 20.0%                  |

17. If relevant deployment –

- (a) was not more than 36.7MW in the preceding calendar year; and
- (b) has not been more than 36.7MW in any previous calendar year,

the depression rate for wind installations with total installed capacity greater than 1.5MW is nil.

18. For the purposes of paragraphs 16 and 17, relevant deployment in the previous calendar year shall be taken to be the sum of the amounts determined and published by the Secretary of State for that year under paragraph 3(d) of Schedule 2 to the FIT Order.

(c) Depression rates for new anaerobic digestion installations

19. Where relevant deployment in the preceding calendar year was within a range specified in the first column of the following table, the depression rate for the following descriptions of Eligible Installations –

- Anaerobic digestion with total installed capacity of 250kW or less

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- Anaerobic digestion with total installed capacity greater than 250kW but not exceeding 500kW

is the rate specified in the corresponding entry in the second column:

| <i>Aggregate capacity of relevant deployment of anaerobic digestion installations with a declared net capacity of 500kW or less in previous calendar year</i> | <i>Degression rate</i> |
|---|------------------------|
| Not more than 2.3MW   | 2.5%                   |
| More than 2.3MW but not more than 4.5MW   | 5.0%                   |
| More than 4.5MW but not more than 9.0MW   | 10.0%                  |
| More than 9.0MW   | 20.0%                  |

20. For the purposes of paragraph 19, relevant deployment in the previous calendar year shall be taken to be the sum of the amounts determined and published by the Secretary of State for that year under paragraph 3(e) of Schedule 2 to the FIT Order.
21. Where relevant deployment in the previous calendar year is within a range specified in the first column of the following table, the degression rate for anaerobic digestion installations with total installed capacity greater than 500kW is, subject to paragraph 22, the rate specified in the corresponding entry in the second column:

| <i>Aggregate capacity of relevant deployment of anaerobic digestion installations with a declared net capacity of more than 500kW in previous calendar year</i> | <i>Degression rate</i> |
|---|------------------------|
| Not more than 19.2MW  | 2.5%                   |
| More than 19.2MW but not more than 38.4MW   | 5.0%                   |
| More than 38.4MW but not more than 76.9MW   | 10.0%                  |
| More than 76.9MW  | 20.0%                  |

22. If relevant deployment –
- (a) is not more than 38.4MW in the preceding calendar year; and
  - (b) has not been more than 38.4MW in any previous calendar year,
- the degression rate is nil (but paragraph 26 applies).

23. For the purposes of paragraphs 21 and 22, relevant deployment in the previous calendar year shall be taken to be the sum of the amounts determined and published by the Secretary of State for that year under paragraph 3(f) of Schedule 2 to the FIT Order.

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(d) Adjustments to tariffs

24. Paragraph 25 applies if –

- (a) upon applying paragraphs 14 to 18, the Generation Tariff for a new wind installation of a description mentioned in paragraph 16 would be greater than the Generation Tariff for a new wind installation with total installed capacity greater than 15kW but not exceeding 100kW; or
- (b) upon applying paragraphs 19 to 23, the Generation Tariff for a new anaerobic digestion installation with total installed capacity greater than 500kW would be greater than the Generation Tariff for a new anaerobic digestion installation with total installed capacity greater than 250kW but not exceeding 500kW.

25. Where this paragraph applies, the Generation Tariff for installations of the first-mentioned descriptions in sub-paragraph (a) or (b) of paragraph 24 shall be reduced so it is equal to the Generation Tariff for installations of the second-mentioned description in that sub-paragraph.

26. The Generation Tariff for new anaerobic digestion installations with total installed capacity greater than 500kW shall not exceed the maximum tariffs specified in the following table, adjusted by the percentage increase or decrease in the Retail Prices Index over the period beginning on 1 January 2012 and ending on 31 December immediately before the commencement of the relevant FIT Year:

| <i>Relevant FIT Year</i>                | <i>Maximum Generation Tariff (pence per kWh)</i> |
|---|--|
| FIT Year 6 (1 April 2015-31 March 2016) | 8.51   |
| FIT Year 7 and subsequent FIT Years     | 8.06   |

Combined heat and power installations

27. The Generation Tariff for a new installation using combined heat and power shall be the same as the Generation Tariff applying in the preceding FIT Year to an existing installation of the same description with a Tariff Date of 31 March in the preceding FIT Year, adjusted by RPI.

Chapter 2

Generation Tariffs for existing installations

28. The Generation Tariff for electricity generated by an existing installation in the relevant FIT Year shall be-

- (a) for-
  - (i) existing installations other than solar photovoltaic installations,

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- (ii) solar photovoltaic installations except those referred to in sub-paragraph (b),

the rate applying in the preceding FIT Year, adjusted by RPI;

- (b) for solar photovoltaic installations with a Tariff Date between 1 January and 31 March in the preceding FIT Year, the rate applying in the preceding FIT Year without any adjustment.

Chapter 3

Export Tariffs

- 29. The Export Tariff for electricity exported in the relevant FIT Year –
  - (a) from an existing installation, shall be the rate applying in the preceding FIT Year adjusted by RPI; and
  - (b) from a new installation, shall be the same as the rate applying in the preceding FIT Year to an existing installation of the same description with a Tariff Date of 31 March in the preceding FIT Year, adjusted by RPI.

Chapter 4

Mid-year adjustments to Generation Tariffs for new installations

- 30. In the circumstances set out in this Chapter, the Generation Tariffs specified in the Annual FIT Payment Rate Table shall be reduced to the extent specified, for new hydro generating stations, wind and anaerobic digestion installations with a Tariff Date on or after 1 October in the relevant FIT Year.
- 31. Where relevant half-year deployment is within a range specified in the first column of the following table, the degression rate for each description of hydro generating station is the rate specified in the corresponding entry in the second column:

| <i>Aggregate capacity of relevant half-year deployment of hydro generating stations</i> | <i>Degression rate</i> |
|---|------------------------|
| More than 16.5MW but not more than 33.1MW   | 5.0%                   |
| More than 33.1MW  | 10.0%                  |

- 32. For the purposes of paragraph 31, relevant half-year deployment shall be taken to be the sum of the amounts determined and published by the Secretary of State for the relevant deployment period under paragraph 3(a) of Schedule 2 to the FIT Order.
- 33. Where relevant half-year deployment is within a range specified in the first column of the following table, the degression rate for the following descriptions of Eligible Installations –

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- Wind with total installed capacity of 1.5kW or less
- Wind with total installed capacity greater than 1.5kW but not exceeding 15kW
- Wind with total installed capacity greater than 15kW but not exceeding 100kW.

is the rate specified in the corresponding entry in the second column:

| <i>Aggregate capacity of relevant half-year deployment of wind installations with a declared net capacity of 100kW or less</i> | <i>Degression rate</i> |
|--|------------------------|
| More than 4.3MW but not more than 8.6MW  | 5.0%                   |
| More than 8.6MW  | 10.0%                  |

34. For the purposes of paragraph 33, relevant half-year deployment shall be taken to be the sum of the amounts determined and published by the Secretary of State for the relevant deployment period under paragraphs 3(b) and (c) of Schedule 2 to the FIT Order.
35. Where relevant half-year deployment is within a range specified in the first column of the following table, the degression rate for the following descriptions of Eligible Installations –
- Wind with total installed capacity greater than 100kW but not exceeding 500kW
  - Wind with total installed capacity greater than 500kW but not exceeding 1.5MW
  - Wind with total installed capacity greater than 1.5MW

is the rate specified in the corresponding entry in the second column:

| <i>Aggregate capacity of relevant half-year deployment of wind installations with a declared net capacity of more than 100kW</i> | <i>Degression rate</i> |
|--|------------------------|
| More than 24.2MW but not more than 48.5MW  | 5.0%                   |
| More than 48.5MW   | 10.0%                  |

36. For the purposes of paragraph 35, relevant half-year deployment shall be taken to be the sum of the amounts determined and published by the Secretary of State for the relevant deployment period under paragraph 3(d) of Schedule 2 to the FIT Order.

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37. Where relevant half-year deployment is within a range specified in the first column of the following table, the degression rate for the following descriptions of Eligible Installations –

- Anaerobic digestion with total installed capacity of 250kW or less
- Anaerobic digestion with total installed capacity greater than 250kW but not exceeding 500kW

is the rate specified in the corresponding entry in the second column:

| <i>Aggregate capacity of relevant half-year deployment of anaerobic digestion installations with a declared net capacity of 500kW or less</i> | <i>Degression rate</i> |
|---|------------------------|
| More than 3.0MW but not more than 5.9MW   | 5.0%                   |
| More than 5.9MW   | 10.0%                  |

38. For the purposes of paragraph 37, relevant half-year deployment shall be taken to be the sum of the amounts determined and published by the Secretary of State for the relevant deployment period under paragraphs 3(e) of Schedule 2 to the FIT Order.

39. Where relevant half-year deployment is within a range specified in the first column of the following table, the degression rate for anaerobic digestion installations with total installed capacity greater than 500kW is the rate specified in the corresponding entry in the second column:

| <i>Aggregate capacity of relevant half-year deployment of anaerobic digestion installations with a declared net capacity of more than 500kW</i> | <i>Degression rate</i> |
|---|------------------------|
| More than 25.4MW but not more than 50.7MW   | 5.0%                   |
| More than 50.7MW  | 10.0%                  |

40. For the purposes of paragraph 39, relevant half-year deployment shall be taken to be the sum of the amounts determined and published by the Secretary of State for the relevant deployment period under paragraph 3(f) of Schedule 2 to the FIT Order.

41. In this Chapter, “relevant deployment period” means the period from 1 January to 30 June in the calendar year in which tariff reductions are to have effect.

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## ANNEX 5

### GENERATION TARIFFS FOR SOLAR PHOTOVOLTAIC INSTALLATIONS: APPLICATION OF HIGHER, MIDDLE AND LOWER RATES

1. This Annex applies in relation to solar photovoltaic Eligible Installations which are of a description, and have a Tariff Date, for which higher, middle and lower rates of Generation Tariffs are specified in the applicable FIT Payment rate table.
2. In this paragraph and the following paragraphs –
  - 2.1 the expressions “asset rating”, “dwelling” and “energy performance certificate” –
    - (a) in relation to a building in England or Wales, have the same meanings as in the Energy Performance of Buildings (Certificates and Inspections) (England and Wales) Regulations 2007;
    - (b) in relation to a building in Scotland, have the same meanings as in the Energy Performance of Buildings (Scotland) Regulations 2008, subject to paragraph 7;
  - 2.2 the following expressions have the same meanings as in the FIT Order –

“community energy installation”;

“school installation”;
  - 2.3 “energy efficiency rating” means an asset rating which is described on an energy performance certificate as an energy efficiency rating;
  - 2.4 “rating band” means the band to which an asset rating is assigned, as shown on an energy performance certificate by a letter from A to G;
  - 2.5 “relevant building” means a roofed construction having walls, for which energy is used to condition the indoor climate, other than such a building for which an energy performance certificate cannot be issued; and a reference to a relevant building includes a reference to part of such a building which has been designed or altered to be used separately;
  - 2.6 “relevant installation” means a solar photovoltaic Eligible Installation described in paragraph 1.
3. The lower rate applies to a relevant installation if-
  - 3.1 the Energy Efficiency Requirement applies in relation to that installation; and
  - 3.2 on the installation’s Eligibility Date, that requirement is not satisfied.
4. The Energy Efficiency Requirement applies in relation to a relevant installation if that installation is wired to provide electricity to one or more relevant buildings.

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5. Where the Energy Efficiency Requirement applies in relation to a relevant installation, it is satisfied if an appropriate EPC for a relevant building to which the installation is wired as mentioned in paragraph 4 certifies that the building has a qualifying asset rating.
6. For the purposes of paragraph 5-
  - 6.1 an appropriate EPC, in relation to a relevant building to which a relevant installation is wired as mentioned in paragraph 4, is an energy performance certificate for that building which –
    - (a) was issued on or before, but not more than 10 years before, the Eligibility Date of the installation; and
    - (b) was, on the Eligibility Date of the installation, the most recently issued energy performance certificate for that building; and
  - 6.2 a qualifying asset rating is-
    - (a) for a dwelling, an energy efficiency rating within rating bands A to D;
    - (b) for a building which is not a dwelling-
      - (i) an asset rating within rating bands A to D, unless sub-paragraph (ii) applies;
      - (ii) an asset rating within rating bands A to G, if the relevant installation is a community energy installation or a school installation and, in the case of an installation with a declared net capacity of 50kW or less, has been pre-registered in accordance with the FIT Order.
7. If a recommendations report accompanying an appropriate EPC for a relevant building in Scotland which is not a dwelling specifies what the asset rating of the building would be if it was calculated according to the methodology by which asset ratings for buildings of that kind are calculated in England and Wales (an “England and Wales equivalent asset rating”), then for the purposes of paragraph 6.2 the asset rating of the building is its England and Wales equivalent asset rating.
8. The middle rate applies to a relevant installation from its Tariff Date if-
  - 8.1 either-
    - (a) the Energy Efficiency Requirement does not apply in relation to the installation; or
    - (b) the Energy Efficiency Requirement applies in relation to the installation, and, on the installation’s Eligibility Date, that requirement is satisfied; and
  - 8.2 paragraph 9 applies.



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9. This paragraph applies if, at the date on which a request for accreditation of the relevant installation is received by the Authority or a FIT Licensee-
  - 9.1 the FIT Generator for the relevant installation and any persons who are Connected Persons in relation to the FIT Generator (taken together) are, or have applied to be, the FIT Generator or Nominated Recipient for 25 or more other solar photovoltaic Eligible Installations on different Sites; or
  - 9.2 the Nominated Recipient for the relevant installation (if there is one) and any persons who are Connected Persons in relation to the Nominated Recipient (taken together) are, or have applied to be, the FIT Generator or Nominated Recipient for 25 or more other solar photovoltaic Eligible Installations on different Sites.
10. Where notice is given to the Authority or a FIT Licensee of a change to the identity of the FIT Generator, or the nomination of a new Nominated Recipient, the middle rate applies to the relevant installation from the date on which the change took place or the nomination takes effect if-
  - 10.1 the higher rate previously applied to the installation; and
  - 10.2 paragraph 11 applies.
11. This paragraph applies if, at the date on which notice of such a change or nomination is received by the Authority or a FIT Licensee, the new FIT Generator or Nominated Recipient (as the case may be) and any persons who are Connected Persons in relation to that person (taken together) are, or have applied to be, the FIT Generator or Nominated Recipient for 25 or more other solar photovoltaic Eligible Installations on different Sites.
12. The higher rate applies to a relevant installation if neither the lower rate nor the middle rate applies to it.
13. The tariff applying to a relevant installation cannot change-
  - 13.1 from the lower rate to the middle rate or the higher rate; or
  - 13.2 from the middle rate to the higher rate.

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## **Condition 35: Central Charge Database**

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

- (a) establish by 1 October 2012, or procure the establishment of by 1 October 2012; and
- (b) subsequently maintain, or procure the subsequent maintenance of, a database (the “**Central Charge Database**”) capable of recording and storing such data as is necessary to facilitate, in accordance with the provisions of the Green Deal Arrangements Agreement, the validation of Green Deal Plans (from 14 January 2013) and the collection and remittance of Green Deal Charges (from 1 March 2013).

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

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

- (a) in relation to each Green Deal Premises, at least the following:
  - (i) an alphanumeric unique identification for the relevant Green Deal Plan;
  - (ii) the postcode;
  - (iii) the Meter Point Administration Number core (being the final 13 digits of that number);
  - (iv) the EPC UPRN and EPC Reference Number;
  - (v) the name and address of the person who is to be treated as the bill payer for the purposes of Chapter 1 of Part 1 of the Energy Act in the circumstances referred to in regulation 6 of the Green Deal Regulations;
  - (vi) the identity of the Green Deal Provider and, if one exists, its nominee for the remittance of the Green Deal Charges;
  - (vii) financial details of the Green Deal Plan, including the amount of Green Deal Charge to be collected, the date Green Deal Charges will commence and the date that the final Green Deal Charge is expected to be payable under the Green Deal Plan; and

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- (viii) the Green Deal Electricity Savings, the Green Deal Gas Savings and the Green Deal Other Fuel Savings;
- (b) the bank account details of the relevant Green Deal Provider or its nominee or assignee for the remittance of the Green Deal Charges;
- (c) details of a bank account (nominated jointly by Green Deal Licensees under the Green Deal Arrangements Agreement) for the receipt of administration fees charged to Green Deal Providers;
- (d) bank account details of the relevant Green Deal Licensee for the receipt of payments reclaimed from Green Deal Providers; and
- (e) other such details as the licensee thinks is reasonably necessary for the efficient operation of the database.

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## **Condition 36: Green Deal obligations**

### **Application of this condition**

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

### **Green Deal Charge collection and remittance**

- 36.2 The licensee must collect Green Deal Charges from Green Deal Bill Payers and remit such payments to Green Deal Providers (or their nominees or assignees), in accordance with this condition and the Green Deal Arrangements Agreement from 1 March 2013.
- 36.3 Where Green Deal Bill Payers pay Charges for the Supply of Electricity by way of Prepayment Meter, the obligation in paragraph 36.2 shall be replaced with an obligation to make payments to Green Deal Providers for Green Deal Charges that are due but which have not been collected by the licensee, in accordance with this condition and the Green Deal Arrangements Agreement.
- 36.4 Where there is no Contract or Deemed Contract for the supply of electricity to Green Deal Premises, the licensee must, when it collects Green Deal Charges from the Green Deal Bill Payer, explain to him or her in Writing that such collection is made pursuant to s1(6) of the Energy Act 2011 and the conditions of this licence.
- 36.5 The licensee must provide the Authority with Information specified by the Authority in relation to matters that it reasonably considers are relevant to:
- (a) the costs incurred by the licensee in relation to the collection and remittance of Green Deal Charges to Green Deal Providers;
  - (b) any differences in the Charges for the Supply of Electricity which apply to Customers at Green Deal Premises and Customers at premises which are not Green Deal Premises; and
  - (c) any differences in the Charges for the Supply of Electricity resulting from the use of different payment methods for Green Deal Charges.
- 36.6 The Authority may direct the licensee to comply with paragraph 36.5 by providing Information to the Authority:
- (a) in a particular form by a particular date; or
  - (b) in a particular form at such reoccurring intervals of time as the Authority considers appropriate.
- 36.7 The licensee is not required to comply with paragraph 36.5 if it could not be compelled to produce or give the Information in evidence in civil proceedings before a court.

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### **Terms and conditions**

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

### **Payment method and frequency of billing**

- 36.10 Where a Green Deal Bill Payer who is a Customer chooses or has chosen a method of payment for Charges for the Supply of Electricity, the licensee must use the same method of payment for the collection of Green Deal Charges from that Customer.
- 36.11 Where a Green Deal Bill Payer who is not a Customer requests receipt of Bills before paying Green Deal Charges, the licensee must send that Green Deal Bill Payer a Bill in relation to his Green Deal Charges at intervals of not more than 3 months.

### **Direct Debit payments**

- 36.12 Where:
- (a) a Customer who is a Green Deal Bill Payer pays Charges by way of regular direct debit payments of a fixed amount (which amount may be varied from time to time in accordance with the relevant Supply Contract);

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- (b) the licensee receives a request from that Customer to reduce its direct debit payments under the Contract (or Deemed Contract, as the case may be) by an amount equivalent to the Net Electricity Savings; and
- (c) such request is made within thirty (30) days of the Premises becoming Green Deal Premises,

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

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

### **Interpretation**

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

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## **Condition 37: Green Deal information requirements**

### **Application of this condition**

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

### **Bills and statements of account**

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

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

37.3 This paragraph applies where:

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

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

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

37.5 The licensee must, for each Green Deal Bill Payer that pays Charges by regular direct debit payments of a fixed amount (which amount may be varied from time to time in accordance with the relevant Contract or, as the case may be, the relevant Green Deal Plan), send a statement of account to that Green Deal Bill Payer at intervals of not more than 7 months.

37.6 The licensee must, for each Green Deal Bill Payer that pays Charges through a Prepayment Meter send a notification to that Green Deal Bill Payer at intervals of not more than 6 months:

- (a) informing him that the premises are Green Deal premises;
- (b) informing him of the weekly amount of his Green Deal Charges;
- (c) setting out information on how Green Deal Charges are collected through Prepayment Meters; and
- (d) including details of where he can find impartial advice and information about his Green Deal Plan(s) (and such details shall include a telephone number and website address for the provider of such impartial advice).

### **Annual Statements**

37.7 The licensee must, from 1 March 2013, provide the following information to every Green Deal Bill Payer who is a Domestic Customer once in every 12 month period, on the same side of a page:

- (a) an estimate of the total annual Green Deal Charges based on the daily amount of Green Deal Charges known to the licensee at the time the relevant Annual Statement is prepared, and taking into account any forthcoming expiry of the Green Deal Plan that the licensee is aware of;



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- (b) an estimate of the total annual cost in pounds sterling of the quantity of electricity supplied to the Customer's Premises based on the quantity of electricity supplied to those premises during the previous 12 months (with such estimate to be specified either through compliance with the requirement under paragraph (b)(ii) of standard condition 31.A.4 or replicated for the purposes of this paragraph);
- (c) where paragraph 37.3 applies, an estimate of the total annual cost in pounds sterling of the quantity of gas supplied to the Customer's Premises based on the quantity of gas supplied to those premises during the previous 12 months;
- (d) the Green Deal Electricity Savings, the Green Deal Gas Savings and the Green Deal Other Fuel Savings (except, in each case, where the amount is zero); and
- (e) details of where the Customer can find impartial advice and information about its Green Deal Plan(s) (and such details shall include a telephone number and website address for the provider of such impartial advice).

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

**Notice of Green Deal Charge arrears**

37.9 Subject to paragraph 37.10, if a Green Deal Bill Payer either pays Charges following receipt of a Bill or by way of regular payments of a fixed amount (which amount may be varied from time to time in accordance with the relevant Contract or, as the case may be, the relevant Green Deal Plan):

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

the licensee must within 14 days of a second consecutive Green Deal Charge not being paid to the licensee give that Green Deal Bill Payer a Green Deal Arrears Notice unless a Green Deal Arrears Notice has already been given in the last 6 months, and, after the giving of a Green Deal Arrears Notice, the licensee must give further Green Deal Arrears Notices at intervals of not more

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than 6 months until such time as the provisions in sub-paragraphs 37.9(a), (b) and (c) cease to apply.

37.10 Paragraph 37.9 shall not apply if either:

- (a) a binding decision of the Green Deal Ombudsman or a judgment (including any order or decree) of a court in Great Britain has been given in relation to that Green Deal Plan before the relevant time under paragraph 37.9 and there is a sum still to be paid under that final decision or judgement by the Green Deal Bill Payer; or
- (b) the:
  - (i) Green Deal Bill Payer has ceased to be liable to pay the electricity bills for the premises accruing from time to time; and
  - (ii) Green Deal Licensee agrees with the Green Deal Provider under the Green Deal Arrangements Agreement that the Green Deal Licensee is no longer responsible for recovering Green Deal Charge Arrears from that person.

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

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

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

**Central Charge Database information**

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

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

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(c) to the Secretary of State.

37.14 The licensee must, in conjunction and co-operation with all Green Deal Licensees, procure that data relating to any Green Deal Gas Savings stored in the Central Charge Database is made available to a person holding a Gas Supply Licence where that person needs to comply with standard condition 19C of its Gas Supply Licence.

### **Interpretation**

37.15 For the purposes of this condition:

- |                                     |  |
|-------------------------------------|--|
| <b>“Data Transfer Catalogue”</b>    | has the meaning given in the Master Registration Agreement.  |
| <b>“Electricity Account Number”</b> | has the meaning given in the Data Transfer Catalogue.  |
| <b>“Gas Supply Licence”</b>         | means a gas supply licence granted or treated as granted under section 7A(1) of the Gas Act 1986.  |
| <b>“Green Deal Arrears Notice”</b>  | means a Notice that contains: <ul style="list-style-type: none"><li>(a) a form of wording to the effect that the notice is given because the Green Deal Bill Payer is behind with his payments of Green Deal Charges to the licensee;</li><li>(b) a form of wording encouraging the Green Deal Bill Payer to discuss the state of his account with the licensee;</li><li>(c) the date and the licensee’s name and relevant telephone number, postal address and email address;</li><li>(d) details of where that Customer can find impartial advice and information about its Green Deal Plan(s) (and such details shall include a telephone number and website address for the provider of such impartial advice);</li><li>(e) information identifying the relevant Green Deal Plan;</li><li>(f) the amount of the Green Deal Charges arrears which gave rise to the duty to give the Notice; and</li><li>(g) the amount of any Green Deal Charges arrears which are still outstanding and which were the</li></ul> |

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subject of any previous Notice.

**“Green Deal Ombudsman”** has the meaning given in the Green Deal Regulations.

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

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## **Condition 38: Green Deal Arrangements Agreement**

### **Application of this condition**

38.1 This condition applies from 1 October 2012 and where the licensee is a Green Deal Licensee.

### **Licensee's obligation**

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

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

### **Constitution of the GDAA**

38.3 The GDAA must be an agreement made between:

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

### **Contents of the GDAA**

38.4 The GDAA must comprise:

- (a) provisions to facilitate, and procedures and practices to be followed by a Green Deal Licensee, in relation to the collection of Green Deal Charges from Green Deal Bill Payers and the remittance of such payments to Green Deal Providers (or their nominees or assignees);
- (b) provisions to facilitate the operation of the agency and trustee relationship between Green Deal Licensee and Green Deal Providers for the collection of Green Deal Charges from Green Deal Bill Payers and the remittance of such payments to Green Deal Providers (or their nominees or assignees);
- (c) provisions to facilitate, and procedures and practices to be followed by the parties, for the entry of data relating to Green Deal Plans onto the Central Charge Database and validation of such data;

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- (d) provisions to facilitate, and procedures and practices to be followed by the parties, for the provision of information relating to Green Deal Charges;
- (e) provisions to allow a Green Deal Licensee to charge the Green Deal Provider an administration fee (as calculated with the approval of the Secretary of State) for the collection and remittance of Green Deal Charges to the Green Deal Provider;
- (f) provisions for the resolution of disputes arising under the GDAA and between parties to the GDAA;
- (g) procedures for the Amendment of such provisions of the GDAA including procedures which only allow amendment of the GDAA with the Authority's and/or the Secretary of State's prior approval;
- (h) provisions that set out its objective; and
- (i) other such matters as may be appropriate, having regard to the purposes that the GDAA is a document designed to facilitate achievement of recovery, holding and remittance of Green Deal Charges pursuant to s1(6) of the Energy Act 2011.

**Interpretation**

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

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## **Condition 39: Smart Metering System – Roll-out, Installation and Maintenance**

### **The roll-out duty**

- 39.1 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 Electricity Supplier.
- 39.2 The requirement in paragraph 39.1 is subject to paragraphs 39.8, 39.9 and 39.10.

### **The duty in relation to replacement meters and new connections**

- 39.3 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 Electricity Supplier, any replacement Electricity 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 Electricity Supplier, any new Electricity Meter which is installed or is arranged to be installed forms part of a Smart Metering System.
- 39.4 For the purposes of paragraph 39.3:
- (a) a ‘replacement Electricity Meter’ is an Electricity Meter that replaces another Electricity Meter previously installed at the premises; and
  - (b) a ‘new Electricity Meter’ is an Electricity Meter that is the first Electricity Meter to be installed, or arranged to be installed, at the premises.
- 39.5 The requirement in paragraph 39.3 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.
- 39.6 The requirement in paragraph 39.3 is subject to paragraphs 39.8, 39.9 and 39.10.

### **The duties after installation**

- 39.7 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 Electricity Supplier and at which a Smart Metering System has been installed:

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- (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.

**Exceptions – Domestic and Designated Premises**

39.8 The requirements in each of paragraphs 39.1 and 39.3 do not apply in respect of any Designated Premises or Domestic Premises at which either:

- (a) the existing Electricity Meter is a Current Transformer Electricity Meter; or
  - (b) any new or replacement Electricity Meter installed or arranged to be installed by the licensee is a Current Transformer Electricity Meter,
- and where in either case:
- (c) that Current Transformer Electricity Meter meets any requirements which apply to it by virtue of paragraph 24 or 26 of standard condition 12.

**Exception – Designated Premises Only**

39.9 The requirement in each of paragraphs 39.1 and 39.3 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:



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- (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.

39.10 The requirement in each of paragraphs 39.1 and 39.3 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
- (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**

39.11 For the purposes of this condition:

**Advanced Meter** means an Electricity Meter which satisfies the definition of ‘advanced meter’ in paragraph 19 of standard condition 12 but which does not form part of a Smart Metering System.

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## **Condition 40: Provision of an In-Home Display**

### **The general duty**

- 40.1 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.
- 40.2 The requirement in paragraph 40.1 is subject to paragraph 40.3.

### **Exception to the general duty**

- 40.3 The licensee is not required to comply with paragraph 40.1 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**

- 40.4 The licensee must take all reasonable steps to provide an In-Home Display at Domestic Premises in respect of which it is the Relevant Electricity 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.

- 40.5 The requirement in paragraph 40.4 is subject to paragraphs 40.6 and 40.11.

### **Exception to the duty on request of Domestic Customers**

- 40.6 The licensee is not required to comply with paragraph 40.4 where, in respect of any Domestic Premises:
- (a) the IHD Technical Specification is amended on a date which falls:

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- (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**

40.7 The licensee must take all reasonable steps to ensure that at each Domestic Premises in respect of which it is the Relevant Electricity 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, modified or reconfigured so as to comply with the amended requirements of the IHD Technical Specification.

40.8 The requirement in paragraph 40.7 is subject to paragraph 40.11.

**The duty to deal with IHD faults**

40.9 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 Electricity 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:

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- (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.

40.10 The requirement in paragraph 40.9 is subject to paragraph 40.11.

**Exceptions**

40.11 Paragraphs 40.4, 40.7 and 40.9 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**

40.12 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 41: Smart Metering Installation and Installation Code of Practice – Domestic Customers**

### **Application**

41.1 This Condition applies only where the licensee supplies or offers to supply electricity to Domestic Premises.

### **The Objectives and the duty to achieve them**

41.2 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.

41.3 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**

41.4 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

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- (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**).

41.5 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**

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

41.7 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 39; 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 40,

may be recovered from a Domestic Customer only in the circumstances described in either paragraph 41.8 or 41.9.

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- 41.8 The circumstances described in this paragraph are that costs are borne by the licensee's Domestic Customers generally as an increment of charges for electricity supplied to them.
- 41.9 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.
- 41.10 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.
- 41.11 The Domestic 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 Domestic Customers or other occupants of Domestic Premises as 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;

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- (ii) the use of Smart Metering Systems, including such information as will assist Domestic Customers to make informed judgments 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.
- 41.12 The Domestic Installation Code may make further provision in relation to any matters that are designed to secure the achievement of the Objectives.
- 41.13 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.
- 41.14 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



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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 modifications to any of the specified features as it may direct.

### **Consultation on the Domestic Installation Code**

41.15 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**

41.16 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.

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

### **Review of the Domestic Installation Code**

41.18 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.

41.19 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

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- (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 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.

41.20 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).

41.21 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**

41.22 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.

41.23 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.

41.24 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

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- (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:

- (a) '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
- (b) 'goods or services' shall be taken to exclude any goods or services which 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.

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## **Condition 42: Smart Metering Installation and Installation Code of Practice – Micro Business Consumers**

### **The Objectives and the duty to achieve them**

42.1 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.

42.2 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**

42.3 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**).

42.4 If:

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- (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**

42.5 The 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 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.

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

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- 42.7 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.
- 42.8 The 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; 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 modifications to any of the specified features as it may direct.

**Consultation on the Installation Code**

- 42.9 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**

- 42.10 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.
- 42.11 The licensee must maintain a record of its performance against and compliance with the requirements of the Installation Code.

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## **Review of the Installation Code**

42.12 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.

42.13 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 timescales 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.

42.14 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).

42.15 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**

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

42.17 For the purposes of this Condition:

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



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## **Condition 43: Roll-out Reporting and Provision of Information to the Secretary of State**

### **Introduction**

43.1 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**

43.2 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

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- (f) publish information in respect of the matters set out in paragraphs (a) – (e).

**Information Request**

- 43.3 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**).
- 43.4 An Information Request (or any part of it) may be addressed to the licensee alone, to all Electricity Suppliers or to a category of Electricity Suppliers.
- 43.5 An Information Request may in particular, where the licensee supplies electricity 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**).
- 43.6 An Information Request may in particular, where the licensee supplies electricity to fewer than 250,000 Domestic Customers or supplies electricity 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**).
- 43.7 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;

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- (c) that all or some of the specified Information must continue to be provided at the intervals specified until such data as specified or until the Secretary of State issues a subsequent Information Request to the licensee or the category of Electricity 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.
- 43.8 The licensee must comply with an Information Request addressed to it or to a category of Electricity Suppliers of which it is a member.
- 43.9 The licensee must ensure that the Information it provides in response to an Information Request is complete and accurate.
- 43.10 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**

- 43.11 This condition shall cease to apply to the licensee from the date which is 12 months after the date specified in paragraph 39.1 of standard condition 39 of this licence.

**Interpretation and Definitions**

- 43.12 In this condition:

|                                 |   |
|---------------------------------|---|
| <b>Consumer Engagement Plan</b> | has the meaning given to it in standard condition 45 (Smart Metering Consumer Engagement) of this licence.  |
| <b>Energy Consumer</b>          | means a consumer of gas or electricity.   |
| <b>Information</b>              | 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. |
| <b>Relevant SMS Condition</b>   | 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.   |

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## **Condition 44: Roll-out Reporting, Setting and Achieving Annual Milestones, and Provision of Information to the Authority**

### **Introduction**

44.1 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 Electricity Meters and the licensee's achievement of the Annual Milestones.

### **Purposes**

44.2 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 Electricity 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**

44.3 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:

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- (a) where the licensee is required to provide a roll-out report to the Secretary of State under standard condition 43, 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 purposes 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 Electricity 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.
- 44.4 The licensee must achieve the Annual Milestones set out in its Roll-out Plan.
- 44.5 For the purposes of paragraph 44.4, 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.
- 44.6 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 44.3; or
  - (b) where in response to a request from the licensee, the Authority has agreed that it may submit a revised Roll-out Plan.
- 44.7 Where, in accordance with paragraph 44.6, 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.
- 44.8 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.
- 44.9 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**

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- 44.10 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 Electricity Suppliers of which it is a member.
- 44.11 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 43, 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**

- 44.12 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.
- 44.13 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 Electricity Meters in accordance with the requirements of any Relevant SMS Condition.
- 44.14 The licensee must ensure that the Information it provides in response to an Information Request is complete and accurate.
- 44.15 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**

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44.16 This condition shall cease to apply to the licensee from the date which is 12 months after the date specified in paragraph 39.1 of standard condition 39 of this licence.

**Interpretation**

44.17 In this condition:

|                                   |   |
|-----------------------------------|---|
| <b>Annual Milestone</b>           | means a percentage of the total number of Domestic Premises and Designated Premises:<br><br>(a) in respect of which the licensee is the Relevant Electricity Supplier; and<br><br>(b) at which a Smart Metering System or Relevant Electricity 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 44.3. |
| <b>Progress Report</b>            | means a report submitted in accordance with paragraph 44.8.   |
| <b>Relevant Electricity Meter</b> | means any Electricity Meter installed or arranged to be installed by the licensee pursuant to paragraphs 39.8, 39.9 or 39.10 of standard condition 39 of this licence.  |
| <b>Relevant SMS Condition</b>     | 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.   |
| <b>Roll-out Plan</b>              | means a plan submitted in accordance with paragraph 44.3, as it may be revised in accordance with paragraph 44.6.   |

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## **Condition 45: Smart Metering Consumer Engagement**

### **Introduction**

45.1 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**

45.2 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.

45.3 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 Small Domestic Supplier, it is not required to comply with Parts A 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 Deliver Body**

45.4 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



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- (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**

45.5 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 directions (the **Board**) is at all times constituted so as to reflect the provisions of paragraph 45.6;
- (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 45.8;
- (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**

45.6 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;

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- (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.

45.7 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 45.6(b)-(f).

**Decision-Making**

45.8 A decision made by the Board must be made in accordance with a voting procedure which provides for:

- (a) each director, 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 but only where the number of votes for and against a decision are equal.

**Part A2. Objectives of the Central Delivery Body**

**Objectives**

45.9 The objectives of the Central Delivery Body set out in paragraph 45.10 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.

45.10 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

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- (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**

45.11 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**

45.12 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 45.13 to 45.16;
- (b) implement the Consumer Engagement Plan in accordance with paragraph 45.17;
- (c) develop and produce an annual budget for the delivery of the Consumer Engagement Plan which meets the requirements of paragraphs 45.18 and 45.19 (the **Annual Budget**);
- (d) produce a report on at least an annual basis (the Annual Report) which meets the requirements of paragraphs 45.20 and 45.21; and
- (e) publish the Consumer Engagement Plan, the Annual Budget and the Annual Report in accordance with paragraphs 45.22 and 45.23.

### **The Consumer Engagement Plan**

45.13 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;

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- (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
  - (ii) 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.

45.14 The Consumer Engagement Plan must be produced by no later than 31 December 2013.

45.15 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.

45.16 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 45.11; and
- (b) may consult with, and have regard to the representations of, any other interested parties.

45.17 The Central Deliver 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

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- (b) to do so in an efficient and cost-effective manner that achieves value for money in the performance of its activities.

### **Annual Budget**

45.18 The Central Deliver 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.

45.19 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**

45.20 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.

45.21 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**

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

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- (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.

45.23 In complying with paragraph 45.22 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**

45.24 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.

45.25 For the purpose of meeting the requirements of paragraph 45.24, 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 45.24(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 45.24(b), on the basis of their respective shares of the markets for gas and electricity supply to Domestic Premises.

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## **Part A6. Other Duties of Relevant Suppliers**

### **General Duty**

45.26 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**

45.27 The licensee must, together with all other Relevant Suppliers, produce and maintain a performance framework (the **Performance Management Framework**) which meets the requirements of paragraphs 45.28 to 45.30.

45.28 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 45.16, amended the Consumer Engagement Plan to take into account information received in respect of its performance.

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

45.30 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.

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45.31 In determining the standard 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**

45.32 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 SMALL DOMESTIC SUPPLIER**

45.33 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 (a), on the basis of their respective shares of the markets for gas and electricity supply to Domestic Premises.

45.34 The license 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.



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

45.35 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**

45.36 In this condition:

|                                     |   |
|-------------------------------------|---|
| <b>Energy Consumer</b>              | means a consumer of gas or electricity.   |
| <b>Fixed Operating Costs</b>        | 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.                          |
| <b>Micro Business Consumer</b>      | has the meaning given to it in standard condition 7A of this licence.   |
| <b>Network Operator</b>             | means any person holding: <ul style="list-style-type: none"><li>(a) a licence granted under section 6(1)(b) or 6(1)(c) of the Electricity Act 1989; or</li><li>(b) a licence granted under section 7 of the Gas Act 1996.</li></ul> |
| <b>Relevant Designated Premises</b> | means: <ul style="list-style-type: none"><li>(a) Designated Premises at which the Customer is a Micro Business Consumer; and</li></ul>  |

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- (b) 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:

- (a) is authorised by its licence to supply gas or electricity to Domestic Premises; and
- (b) supplies either gas or electricity (or both) to more than 250,000 Domestic Customers.

**Small Domestic Supplier** means a gas or electricity supplier which:

- (a) is authorised by its licence to supply gas or electricity to Domestic Premises; and
- (b) supplies gas or electricity to, in each case, no more than 250,000 Domestic Customers.

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## **Condition 46: Security Controls in Relation to Smart Metering Systems**

### **Co-operation**

46.1 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 electricity; equipment used by it for the purpose of communicating with those Smart Metering Systems; associated software and ancillary devices; and related business processes.

### **PART A. APPLICATION**

46.2 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**

46.3 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.

46.4 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 electricity by the licensee.

46.5 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.

46.6 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

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- (c) gives rise to any loss or interruption of electricity 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**

46.7 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**

46.8 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.

46.9 For the purposes of paragraph 46.8, the **Specified Date** is the date which falls 18 months after the date on which this condition comes into force.

**Information Security Policy**

46.10 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.

46.11 The Information Security Policy must in particular make appropriate provision for:

- (a) measures to mitigate the risk of the occurrence of any Security Incident;

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- (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.
- 46.12 The licensee must keep the Information Security Policy under review so as to ensure that it remains appropriate and up to date.
- 46.13 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.
- 46.14 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**

- 46.15 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.
- 46.16 The licensee must ensure that any audit carried out for the purposes of paragraph 46.15:
- (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

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- (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.

46.17 The licensee must ensure that:

- (a) each report prepared in accordance with paragraph 46.16(b) is considered by appropriate members of its senior management team within four 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**

46.18 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.

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46.19 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.

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

**PART E. DEFINITIONS**

46.21 For the purposes of this condition:

|   |   |
|---|---|
| <b>Appropriate Standard</b>               | 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.   |
| <b>Information Security Policy</b>        | has the meaning given in paragraph 46.10.   |
| <b>Competent Independent Organisation</b> | means a body which: <ul style="list-style-type: none"><li>(a) is fully independent of the interests of the licensee;</li><li>(b) is recognised as being qualified to conduct information security audits by virtue of:<ul style="list-style-type: none"><li>(i) employing one or more consultants who are members of the CESC Listed Adviser Scheme (CLAS), or any successor to that scheme;</li><li>(ii) being accredited under the CESC CHECK (IT Health Check Service) Scheme, or any successor to that scheme;</li><li>(iii) being approved as a provider of CTAS (CESG Tailored Assurance Service) assessments or any successor to those assessments; or</li></ul></li></ul> |

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(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 46.15, 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 46.5.

**Security Incident** has the meaning given in paragraph 46.6.

**Supplier End-to-End System** has the meaning given in paragraph 46.4.