



## All Annexes

Version: 2.6

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# 1 DOCUMENT HISTORY

## 1.1 Revision History

Release Date	Revision Number	Summary of Changes
16/01/2012	V2.5	Re-formatted and Re-branded
July 2014	V2.6	Amendment to Annexe 9 to reflect ICAC Regs. Renumbering of annexes to reflect previous numbering that omitted Annexe 8.

## 1.2 Reviewed by

This document (or component parts) has been reviewed by the following:

Name	Title & Company	Issue Date	Revision
Kate Hobson	Citizens Advice	July 2014	

## 1.3 Approvals

This document requires the following approvals:

Name	Title	Issue Date	Revision
Julia Durham	Operations Manager, Citizens Advice consumer service	July 2014	

## 2 ALL ANNEXES

### 2.1 ANNEXE 1

#### 2.1.1 Supplier SLC – affecting consumers

SLC	TITLE	BRIEF DETAILS
<b>GENERAL ARRANGEMENTS</b>		
1 G/E	Definitions for standard conditions	There are in excess of 70 definitions, some of which are the same (apart from the use of the words “gas” and “electricity”), e.g. contracts, deemed contracts, disconnect, domestic customer, principal terms, priority services register, security deposit and termination fee.
2 G/E	Interpretation of standard conditions	General interpretation rules apply, e.g. words defined in the main Acts have the same meaning in the SLC, references to codes, agreements etc. includes any amendments etc. made to them.
6 G/E	Classification of Premises	A domestic premise (DP) is one where a supply is taken wholly or mainly for a domestic purpose except where it is a Non-Domestic Premise A NDP is one which is not a domestic premises and includes premises for the provision of residential or other accommodation service where the terms of the agreement are commercial and there is a charge for the supply of gas or electricity (express or implied)
<b>CONTINUITY OF SUPPLY</b>		
7 G/E	Terms of Contracts and Deemed Contracts	Contracts must end when a Last Resort Supply Direction comes into effect Terms of Deemed contracts should not be unduly onerous, Deemed contracts should continue to have effect until another supply contract comes into effect (and no termination fee) ARS to provide customers with Principal Terms in Deemed Contracts ARS to inform them that other contracts, on different terms may be available, and how to obtain them (unless LRSD) Act reasonably when determining quantity supplied under Deemed Contracts
8 G/E	Obligations under Last Resort Supply Direction	A LRSD can be issued to a new supplier, by Ofgem, if another supplier’s licence is revoked (max 6 mths) and the new supplier must comply with a LRSD unless exceptions apply
<b>INDUSTRY ACTIVITIES AND PROCEDURES</b>		
12 GAS	Matters relating to Meters	Requirements for the connection, examination and inspection of gas meters: ➤ <u>connection</u> checked by Approved Meter Installer within 20 wkg days ➤ <u>examination</u> meter examiner must remove for examination if customer requests, and fix a substitute meter, but can

		<p>charge</p> <ul style="list-style-type: none"> <li>➤ <u>inspection</u> at least once every 2 years, by someone with appropriate skill and experience (inspection includes a reading, looking for evidence of tampering, continuous running, deterioration which affects safety or proper functioning, leakage, arranging for leakage information to be referred and changing batteries if necessary)</li> </ul> <p>From 6/4/09 advanced meters (defined) must be installed at NDP if annual consumption 732,000kWh+</p> <p>All such premises must use advanced meters after 6/4/14 (unless unable to install)</p>
12 E	Matters relating to Meters	<p>Inspections of Non-Half Hourly Meters must take place every 2 years by someone appropriately skilled and experienced, this includes:</p> <ul style="list-style-type: none"> <li>➤ a reading and a visual check to assess whether any metering equipment, electrical plant or line has been damaged, whether meter has deteriorated (affecting safety/proper functioning) or been interfered with;</li> </ul> <p>Suppliers must ensure agents take ARS to detect and prevent theft of electricity, damage to plant, lines or metering equipment</p> <p>Second electricity meters/apparatus to measure quantity /time of supply, must not generally themselves exceed 10 watts</p> <p>Must procure provision of card operated PPMs for other suppliers on non-discriminatory terms and in an efficient and economical manner, if it supplies them itself in its Supply Services Area (can give 2 years notice that stopping);</p> <p>Similar provisions for token operated PPMs but only until 1/8/10</p> <p>Meters installed in NDP after 6/4/09 must be Advanced Meters if the metering point falls within certain profiles (5, 6, 7 or 8 as in the Balancing and Settlement Code)</p> <p>Suppliers must not supply NDP after 6/4/14 other than through an advanced meter unless S is unable to install one</p>
<b>SLC</b>	<b>TITLE</b>	<b>BRIEF DETAILS</b>
13 G/E	Arrangements for Site Access	<p>Representatives visiting premises must be appropriately skilled, readily identifiable as a Rep, use agreed passwords, be a fit and proper person, able to inform of a contact point for help and advice on supply</p> <p>Statements setting out compliance arrangements with such obligations in PIL must be prepared, published on any website (and be readily available on it) and given free to anyone requesting</p> <p>GAS only – take ARS to include in contracts, a power of entry into Secondary premises (as in Gas Code) for self, Shippers and Transporter.</p>
14 G/E	Customer Transfer Blocking	<p>Suppliers SHOULD NOT PREVENT a PST OTHER THAN as allowed as below:</p> <ul style="list-style-type: none"> <li>➤ outstanding charges of £200+ due (unless PPM &amp; customer agrees, not reset, or amount is a genuine dispute error)</li> <li>➤ agreed error on part of proposed new supplier</li> <li>➤ customer informs supplier not entered into new contract and asks for prevention</li> </ul> <p>Suppliers cannot prevent consumers transferring if on a PPM and customer agrees to assign any outstanding charge, or, supplier has increased charges and not reset PPM</p>

		<p>If Supplier seeks to prevent a PST it must give a <u>notice</u> informing:</p> <ul style="list-style-type: none"> <li>➤ made a request to prevent PST, grounds, how consumer may dispute/resolve</li> <li>➤ how obtain advice on energy efficiency, debt management and alternative DSCs and which may be preferable</li> <li>➤ have 30 wkg days to pay outstanding charges</li> </ul>
16 <b>GAS</b>	Security and Emergency Arrangements	<p>Suppliers must comply with all Transporter requests to prevent/reduce danger, secure safety of pipeline system, secure safe conveyance of gas through it or reduce risk to it, in the circumstances described (gas leak, suspected leak or pipeline system emergency which creates a significant risk to the safe conveyance of gas or the pipeline system or constitutes a danger due to the pressure or quality of the gas)</p> <p>Contract must state that customers must restrict or cease use of gas if told to do so by the supplier following a direction placed upon them</p> <p>Must state in NDSC that customer must take all steps to avoid using gas immediately after being told by the Supplier or the Transporter</p>
17 <b>GAS</b>	Mandatory Exchange of Information	<p>There is a duty on Suppliers to pass information on to Transporters/Shippers concerning various matters connected with the following:</p> <ul style="list-style-type: none"> <li>➤ safe operation, development or maintenance of the pipeline system</li> <li>➤ prevention or detection of gas taken illegally</li> <li>➤ proposed connection or disconnection</li> <li>➤ nature or changes in nature, of premises</li> <li>➤ details of inspections (date, reading, whether anything found)</li> </ul>
19 <b>GAS</b>	Payments to Customers	<p>If suppliers receive compensation from a Shipper or a Transporter as a payment in relation to failure to comply with a performance (guaranteed) standard it must be passed on to the consumer ASARP</p> <p>Can be used to offset any charges due for supply if was for a failure to supply to a DP</p>
19A <b>G/E</b>	Financial Information Reporting	Suppliers must publish Financial Information on their website (Consolidated Segmental Statement) relating to revenues, costs and profits of generation and supply activities
<b>INFORMATION FOR ALL CUSTOMERS</b>		
20 <b>E</b>	Enquiry Service and Supply Number	<p>Supplier must keep customer's informed of the current postal address and telephone number of the Licensed Distributor's Enquiry Service (various ways suggested, contract, bills, statements of account, publishing appropriately)</p> <p>MPRN must be given to customers on each bill or statement of account or annually if none sent</p>
20 <b>GAS</b>	Safety of Gas Supplies and MPRN	<p>Suppliers must keep customers informed that they must report gas leaks/suspected leaks, immediately and a telephone no. to use (various ways suggested, contract, bills, statements of account, publishing appropriately)</p> <p>Supply Number must be given to customers on each bill or statement of account or annually if none sent</p>
<b>SLC</b>	<b>TITLE</b>	<b>BRIEF DETAILS</b>
21	Fuel Mix Disclosure	Suppliers must publish specified information (data) about fuel sources and the environmental impact of them

E	Arrangements	<p>Data which has to be provided, with clear indications of the disclosure period (1 April – 31 March) and that it relates to the total amount of electricity (TAE) purchased by the supplier, is (calculated as prescribed)</p> <ul style="list-style-type: none"> <li>➤ <u>% contribution of each energy source</u> to the TAE i.e. fuel used to generate the electricity, namely coal, gas, nuclear materials, renewable energy such as wind or solar power or gas from landfill or sewage plant treatment</li> <li>➤ <u>grams of carbon dioxide and radioactive waste produced per kWh of electricity</u> to show environmental impact (ok to reference a web page if sufficiently clear and easily accessed)</li> </ul> <p>This obligation arises during the 12 months, starting 1 Oct after then, and information has to be given to customers on at least one bill or statement of account, and in Promotional Materials (although for last 2 months can give data relating to the most recent disclosure period)</p>
<b>REGULATION OF DOMESTIC SUPPLY CONTRACTS (DSC)</b>		
22 G/E	Duty to Offer and Supply under Domestic Supply Contract	<p>Supplies to consumers must be under a contract or a deemed contract</p> <ul style="list-style-type: none"> <li>➤ if a consumer requests a supply, a DSC must be offered within a reasonable time; AND</li> <li>➤ supplier must conform to the terms in the contract UNLESS</li> </ul> <p><u>GAS</u> (a) DP not connected to relevant main, (b) possibility of public danger, (c) not reasonable in all the circumstances (7 wkg days notice of intention to stop), (d) security deposit requested and not paid</p> <p><u>ELECTRICITY</u> (a) supplier may breach regulations requiring security/safety of supply or (b) as (c) for gas, (c) as (d) for gas</p> <p>DSC must be written and include all the T&amp;C, specifically ones which identify charges and termination details as per SLC 24 A copy of a DSC must be sent to any person requesting it, within a reasonable time</p> <p><u>ELECTRICITY</u> - specific requirements re consistency of charges and T&amp;C for North Scotland if an Order made under the EA is in force</p> <p><u>GAS</u> contracts must also calculate the number of kilowatt hours supplied, as prescribed in s.12(1) if charges relate to an amount of gas supplied</p>
23 G/E	Notification of Domestic Supply Contract Terms	<p>ARS to provide <u>pre-contract disclosure</u> of the Principal Terms (PT) (defined);</p> <p>About 30 wkg days before a DSC due to end, must inform DC, in writing, of PTs of deemed contract which will apply when DSC ends;</p> <p><u>Notice of price increase or other variation</u> in terms which significantly disadvantages customers can be given up to 65 wkg days after its effect, other information must be given too (consumer can end the DSC if change unacceptable)</p> <p><u>Information to be clear and easy to understand</u> with (b) and (c) in a prominent position on the Notice – (b) can end DSC as above, (c) where to obtain impartial advice about changing supplier, (d) supplier may prevent a PST if charges are outstanding, (e) circumstances in which supplier must treat the variation as ineffective and can neither enforce it nor take advantage of it</p>



		Circumstances are: (a) consumer notifies ending the DSC (up to 20 wkg days after receives the notice), (b) no later than 15 wkg days after the supplier is notified of (a) and receives a notice that another supplier will begin supplying the consumer (c) within 30 wkg days after consumer has paid any outstanding charges following supplier's notice that intends to prevent a PST (and had VN less than 5 wkg days before its effect & notified S wanted to end the contract & S had notification of new S)
24 G/E	Termination of Domestic Supply Contracts	DSC must include a term that the DSC will end (for supply of gas/electricity only) no later than: <ul style="list-style-type: none"> <li>➤ day consumer stopped owning/occupying the premises (if notified supplier at least 2 wkg days before)</li> <li>➤ OR if consumer does not so notify, either, end of the 2<sup>nd</sup> wkg day after does notify, OR date someone else begins own/occupy AND takes a supply (whichever occurs first)</li> </ul> DSC must include a term in a DSC which tells consumer liable for supply until contract ends as above DSC may include a term requiring a termination fee, EXCEPT where Ofgem directs otherwise and if (a) contract is of indefinite length, (b) contract allows for fixed and indefinite periods and ends during the latter (c) supplier gives notice of variation and consumer has given the requisite notice that wishes to end and the time periods have passed
<b>DOMESTIC CUSTOMER PROTECTION</b>		
<b>SLC</b>	<b>TITLE</b>	<b>BRIEF DETAILS</b>
25 G/E	Marketing to Domestic Customers	Objective is to ensure that information given to consumers, Marketing and Telesales Activities (MTA) and all contact with and behavior towards consumers, is appropriate, in particular: <u>Information</u> should be complete and accurate, capable of being easily understood, should not relate to inappropriate products, should not mislead and should be fair in terms of content and presentation, <u>all contact with/behaviour towards consumers</u> , should be fair, transparent, appropriate and professional Steps to achieve this objective shall include appropriate actions and information at the following stages: Selection and Training of staff, Pre-contract, Contract and Post Contract
25A G/E	Prohibition of Undue Discrimination in Supply	Until 31/7/12 must ensure that PT in DSC or deemed contract do not discriminate, without objective justification, between one group of consumers and another (Ofgem can decide) if impact of such is material (unless supplies less than 50,000 consumers)
26 G/E	Services for Specific Consumer Groups	<u>Priority Services Register</u> - duty establish/maintain PSR listing all consumers of pensionable age, disabled, chronically sick if asked be added or someone asked on their behalf and give free advice/information on following services which must be provided free: (a) agree a password (b) send bill/SA to a nominated person (c) read the meter at least once a quarter (d) move PPM so accessible <u>Blind/partially sighted</u> - provide free information and specific facilities <u>Information Statement</u> – see Information table
27 G/E	Payments, Security Deposits and Disconnections	<u>Payments</u> - must offer choice of payment methods for a DSC including cash (fortnightly or more regularly) and PPM Differences in T&C (including price/others if significantly affect evaluation of supply) between payment methods, must be cost reflective Following must be offered to consumers who supplier is aware/has reason to believe is having difficulty paying:(a) deductions at source from social security benefits, by regular installments (calculated as in 27.8), through a PPM if safe and

		<p>reasonably practicable, and (b) provision of information about how to reduce charges through more efficient use</p> <p>DD consumers entitled to clear PIL explanation of basis for amount, use of most current information, prompt refund of credit (unless unfair)</p> <p><u>Security</u> - reasonable security deposit can be required (unless unreasonable or consumer agrees to a PPM)</p> <p><u>Disconnections</u> - Supplier must not disconnect certain DP for non-payment in certain circumstances (all consumers must first try PPM) – circumstances relate to winter months, age, health of consumer and whether lives alone <u>Information Statement</u> – see Information table</p>
28 G/E	Prepayment Meters	<p>If supplier offers PPM must also provide appropriate information about advantages and disadvantages, where can obtain information and assistance if PPM/any device used with it, is not operating effectively, procedures supplier uses to remove/reset</p> <p>Supplier must take ARS to reset PPMs within reasonable time after price changes and installment amounts</p> <p><u>Information Statement</u> – see Information table</p>
29 GAS	Gas Safety	<p>Suppliers (appropriate expert) must provide a free gas safety check (GSC) (specific listed checks) for a consumer who lives with a child under 5 or is of pensionable age, disabled or chronically sick and lives alone or with others of same or under 18 AND meets set criteria</p> <p>ARS to provide annually certain free information concerning safe use of appliances, details about carbon monoxide, GSC and advice</p> <p><u>Information Statement</u> – see Information table</p>
<b>DOMESTIC CUSTOMER INFORMATION</b>		
31 G/E	General Information for consumers	<p>Certain information concerning the following must be given to DCs in the specified manners: Citizen's Advice; Efficient use of energy; An explanation of basis on which amount of gas is calculated from the quantity supplied and any temperature/pressure adjustments made.</p>
31A G/E	Information about Consumption Patterns	<p>Certain information concerning - comparison of consumption, tariff used, quantity supplied, and illustrative projections, has to be provided at certain time periods and in certain formats, including discounts, PTs and reminders about changing supplier;</p> <p>Relevant PTs means (a) charges (b) duration (c) rights to end contract, including termination fee or circumstances when deemed contract ends (d) any other terms which may reasonably be considered to significantly affect the evaluation whether to change supplier.</p>
33 E	Feed-in tariffs	<p>Large suppliers must offer mandatory FIT on prescribed T&amp;C and smaller suppliers can do so voluntarily (same T&amp;C)</p>

## 2.2 ANNEXE 2

### 2.2.1 The main codes of practice

Code	Status	Brief details
<b>Face-to-Face Marketing of Energy Supply</b> (Energysure or doorstep selling code)	Self regulatory trade association code  Big six suppliers subscribe as members of the ERA	Lays down requirements for doorstep selling of energy supply contracts to domestic consumers and encompasses a competence based accreditation scheme requiring registration for sales agents and assessors involved in energy selling  <a href="http://www.energy-retail.org.uk">www.energy-retail.org.uk</a>
<b>The Code of Practice for Accurate Bills</b> (Back billing code)	Self regulatory trade association code  Five of the Big six suppliers subscribe as members of the ERA  SSE has its own Domestic Customer Charter which includes similar service standards in relation to billing and back billing	Aims to assist domestic consumers by requiring them to be provided with clear, accurate, informative and timely bills and statements. It also requires that support should be available for consumers having difficulty paying their bills and contact details for raising queries and issues with suppliers  <a href="http://www.energy-retail.org.uk">www.energy-retail.org.uk</a>
<b>The Erroneous Transfer Customer Charter</b>		Sets out the principles which should be adopted by suppliers to ensure that the consumer knows what will happen if they are mistakenly transferred to a new supplier
<b>Confidence Code</b>	Voluntary consumer organisation code (Consumer Focus)  Members listed on the CF website	Allows accreditation of internet price comparison sites for consumers. The sites which have been accredited display the CF confidence code logo on their sites  <a href="http://www.consumerfocus.org.uk">www.consumerfocus.org.uk</a>
<b>Big Six Supplier Codes</b>	Self Regulatory trade codes	Various covering issues such as complaints, billing, access, energy efficiency and vulnerable consumers. .
<b>REAL Assurance Code</b>	An industry code for the renewable energy	Covers pre-sales activity, contracts, completion of orders and after-sales

<b>(Renewable Energy Assurance Limited)</b>	industry	activity for the Microgeneration Certification Scheme (MCS) for accredited installers for the electricity feed-in tariff scheme <a href="http://www.realassurance.org.uk">www.realassurance.org.uk</a>
<b>The Supply Point Administration Agreement (SPAA)</b>	SLC require suppliers to comply with the SPAA	The SPAA was created in order to provide governance around those supplier-to-supplier procedures which were not ordinarily covered by existing contracts or agreements, but which were nonetheless considered important to the effective and efficient transfer of consumers between suppliers
<b>The Master Registration Agreement (MRA)</b>	SLC require suppliers to comply with the MRA	The Master Registration Agreement provides a governance mechanism to manage the processes established between electricity suppliers and distribution companies to enable electricity suppliers to transfer customers

## 2.3 ANNEXE 3

### 2.3.1 ELECTRICITY (Standards of Performance) Regulations 2010 - Guaranteed Standards - SUPPLIER Standards

Please note that the general exemptions in the table below apply to all the standards in Annexe 3. The final column in the table containing the standards, indicates whether any other exemptions apply.

**Guaranteed Standards (Electricity) General Exemptions – r.22**

Compensation will not be payable by electricity suppliers for breaches of the guaranteed standards in the following circumstances:

- **forego claim** – customer informs D/S, before contravention, doesn't want any action taking
- **agreement** – customer agrees with D/S that action taken/promised is sufficient
- **information to wrong address/tel. no.** – customer gives required information to wrong contact or outside reasonable hours [ for voltage complaint (r.15), PES query re charges or payments (r.16) or meter dispute (r.17) ]
- **not reasonably practicable\*** – for D/S to take the required action before the contravention and taken all reasonable steps to prevent occurrence or effect, because:
  - of severe weather conditions
  - of industrial action by employees
  - down to act or default of a third party (including another D if SHI)
  - unable to gain access to premises
  - would be in breach of the law (including a SS security or civil emergency direction under s.96 EA'89)
  - due to an emergency prescribed under Part 2 of the Civil Contingencies Act 2004, for example, war, terrorism, threat to national security, etc...
  - there are exceptional circumstances beyond D's control
- **frivolous/vexatious information** – from the customer
- **offence committed by customer** – as listed (meter tampering or caused damage to electricity line/plant/meter)
- **customer has failed to pay** – after receiving a 7 working day notice informing of intention to install a PPM or disconnect, and the action taken/not taken by the operator was in exercise of its powers

\* For some regulations (r.15, 17, 19) there is a proviso for this exception - D should give one WD notice that unable to visit unless the circumstances themselves made it impracticable to give such a warning

Ref	Standard	Action to be taken	Compensation payable	Notes	Exemptions
r.17(2)	Meter inaccuracy	Supplier should offer to visit at a specified time* within <b>7 WD</b> (if visit	<b>£22</b>	*Suppliers should offer customers either a morning (before 1pm) or an afternoon appointment, or one within a two-hour time-	See the first table above (r.22)

<p>(4)(a)</p> <p>(4)(b)</p> <p>ES</p>		<p>needed)</p> <p>S should keep the appointment</p> <p>If no visit needed S should send an explanation of the probable cause within <b>5 WD</b></p>	<p>r. 17 says applies to consumers only</p> <p>BUT</p> <p>Schedule says compensation for businesses is also</p> <p><b>£22</b></p>	<p>band, or agree a reasonable time slot (not less than 2hrs)</p> <p>Offer of a visit to be made within 7 working days – the actual visit may take place after this period</p> <p>Equivalent Gas standard r.4</p>	
<p>r.18</p>	<p>Prepayment Meter (PPM) faults</p>	<p>Suppliers should repair or replace the meter <b>within 3 hours</b> on a working day (if notified between 7am-7pm);</p> <p>or <b>4 hours</b> on any other day (if notified between 9am-5pm).</p>	<p><b>£22</b></p> <p>r. 17 says applies to consumers only</p> <p>BUT</p> <p>Schedule says compensation for businesses is also</p> <p><b>£22</b></p>	<p>If notified outside of the hours specified, notification is considered to have been received at the start of the next period of working hours</p> <p>This does not include prepayment card faults</p> <p>Not payable if the PPM is found to be working correctly or if the consumer asks the supplier not to visit or not to restore supply</p>	<p>See the first table above (r.22)</p>

ES				Equivalent gas standard is r.5(3)	
r.19(2)	Appointments	If access is necessary in connection with required or authorised activities or it would be reasonable to expect a consumer to be present  A timed appointment should be offered ( <b>am/pm/2hr slot</b> /as reasonably agreed)	<b>£22</b>  Consumers and businesses	Consumers should advise the supplier of a breach as soon as possible to start the clock ticking.  Standard not breached if no-one is at the premises at the agreed time  Equivalent gas standard is r. 6 (and r.19 also applies to DNOs)	See the first table above (r.22) and GS also don't apply if visit is to:  ➤ respond to complaint about D's fuse, voltage, meter accuracy or PPM fault (regs 12, 15, 17, 18) ➤ use power to disconnect for non-payment
r.19(3)		Timed appointments should be kept			
ES					
Ref	Standard	Action to be taken	Compensation payable	Notes	Exemptions
r.21(6)	Making and forwarding payments	Payments for failing to meet the guaranteed standards above should be made to consumers with	<b>£22</b>  Consumers and businesses	So payments made by a DNO, through a supplier may take up to 20 working days (10 WD from DNO to S, then 10 WD from S to customer)	See the first table above (r.22)

ES		<p>in <b>10 WD</b></p> <p>Whether direct from supplier to customer of when forwarding from DNO</p>	<p>If original payment is not made in time</p>	<p>Equivalent gas standard r.12 (and a notification requirement)</p> <p>Not payable if there is a genuine dispute</p>	
ES	<p>r. 16</p> <p>Respond to queries</p> <p>(ex PES suppliers only)</p>	<p>Customers seeking to:</p> <p>a) confirm the correctness of their account</p> <p>b) change their method of payment</p> <p>c) find out if they are due compensation under the regs (and if they are)</p> <p>should receive either</p> <p>i) a substantive response within <b>5 WD</b> – and any refund payable within a further <b>5 WD</b>; or</p> <p>ii) approval of new payment method – or reason for non-approval - within <b>5 WD</b></p>	<p><b>£22</b></p>	<p>Only ex-PES suppliers (see below) in their former monopoly area are affected by this standard.</p> <p>Eastern Electricity plc; East Midlands Electricity plc; London Electricity plc; Manweb plc; Midlands Electricity plc; Northern Electric plc; United Utilities plc; SEEBOARD plc; Southern Electric plc; South Wales Electricity plc; South Western Electricity plc; Yorkshire Electricity plc; Scottish Hydro-Electric plc; Scottish Power plc.</p> <p>No equivalent Gas Standard.</p> <p>Not payable if received payment under r.21(6)</p>	<p>See the first table above (r.22)</p>





## 2.4 ANNEXE 4

### 2.4.1 ELECTRICITY (Standards of Performance) Regulations 2010 - Guaranteed Standards – DISTRIBUTOR Standards

Please note that the general exemptions in the table below apply to some of the standards in Annexe 4. The final column in the table containing the standards, indicates whether any other exemptions apply.

#### Guaranteed Standards (Electricity) General Exemptions – r.22

Compensation will not be payable by electricity suppliers for breaches of the guaranteed standards in the following circumstances:

- **forego claim** – customer informs D/S, before contravention, doesn't want any action taking
- **agreement** – customer agrees with D/S that action taken/promised is sufficient
- **information to wrong address/tel. no.** – customer gives required information to wrong contact or outside reasonable hours [ for voltage complaint (r.15), PES query re charges or payments (r.16) or meter dispute (r.17) ]
- **not reasonably practicable\*** – for D/S to take the required action before the contravention and taken all reasonable steps to prevent occurrence or effect, because:
  - of severe weather conditions
  - of industrial action by employees
  - down to act or default of a third party (including another D if SHI)
  - unable to gain access to premises
  - would be in breach of the law (including a SS security or civil emergency direction under s.96 EA'89)
  - due to an emergency prescribed under Part 2 of the Civil Contingencies Act 2004, for example, war, terrorism, threat to national security, etc...
  - there are exceptional circumstances beyond D's control
- **frivolous/vexatious information** – from the customer
- **offence committed by customer** – as listed (meter tampering or caused damage to electricity line/plant/meter)
- **customer has failed to pay** – after receiving a 7 working day notice informing of intention to install a PPM or disconnect, and the action taken/not taken by the operator was in exercise of its powers

\* For some regulations (r.15, 17, 19) there is a proviso for this exception - D should give one WD notice that unable to visit unless the circumstances themselves made it impracticable to give such a warning

Ref	Standard	Action to be taken	Compensation payable	Notes	Exemptions
r.9  DNO	Restoration of supply  Normal weather conditions  <b>Scottish Highlands &amp; Islands (SHI)</b>	When there has been a fault on the network, the DNO should aim to resolve the problem as soon as possible:  <u>Normal weather: within 18 hours;</u>	<b>£54</b> compensation for consumers  <b>£108</b> for businesses  Additional <b>£27</b> payable for every 12 hours (after 1st 18 hrs).	Consumers request payment from the DNO, not their supplier. This must be done within three months of restoration  Consumers should note the time they called about loss of supply  Equivalent gas standard r.7(2)	See first table above (r.22) and also  <b>Out of time</b> – within 3 months of  <b>Unawareness</b> – not reasonable for D to be aware that the supply had not been restored  <b>Island premises</b> – and under sea bed line, damaged below high-water spring tide mark and no alternative supply  <b>Act/default</b> of another D (r.10)
	Restoration of supply  Normal weather conditions	When there has been a fault on the network, the DNO should aim to resolve the problem as soon as possible:  <u>Normal weather: within 18 hours;</u>	<b>£54</b> compensation for consumers  <b>£108</b> for businesses  Additional <b>£27</b>	Consumers request payment from the DNO, not their supplier. This must be done within three months  Consumers should note the time they called about loss of supply	Same as SHI above (r.9) PLUS  <b>Foregone claim</b> – customer informs D before contravention, doesn't wish D to take any action

r.5			payable for every 12 hours (after 1st 18 hrs).		<b>Agreement</b> – customer agrees that action taken/promised is sufficient
r.6		But if more than 5,000 customers affected: within 24 hours (r.6)	<b>MAX of £216</b> per customer if over 5,000 affected (r.6)	Equivalent gas standard r.7(2)	<b>Emergency</b> – e.g. war, terrorism
DNO					<b>Not reasonably practicable</b> <ul style="list-style-type: none"> <li>• employee industrial action</li> <li>• act/default 3<sup>rd</sup> party</li> <li>• unable gain access</li> <li>• would be breach of law</li> <li>• exceptional circumstances beyond D's control (except weather)</li> </ul> <b>Frivolous/vexatious information</b> – from customer  <b>Offence committed by customer</b> – caused damage to electricity line/plant/meter (r.10)
Ref	Standard	Action to be taken	Compensation payable	Notes	Exemptions

r.7	<p>Restoration of supply</p> <p>Severe weather conditions</p>	<p><u>Severe weather</u>: between 24-48 hours.</p> <p>Longer than this may be agreed with regulator in specific situations.</p> <p>Category 1: <b>24hrs</b></p> <p>Category 2: <b>48hrs</b></p> <p>Category 3: formula to calculate, which takes account of numbers affected</p> <p>** over a certain number no compensation is payable</p>	<p><u>Severe weather**</u>: <b>£27</b> plus <b>£27</b> for every full <b>12 hour period</b> after the initial agreed target period</p> <p><b>MAX of £216</b> per customer</p>	<p>DNO can stipulate which weather category applies, if any</p> <p>Consumers request payment from the DNO, not their supplier. This must be done within three months</p> <p>Consumers should note the time they called about loss of supply</p> <p>The severe weather standards do not apply to consumers in Highlands &amp; Islands of Scotland (SHI)</p> <p>Equivalent gas standard r.7(2)</p>	<p>Same as for normal weather conditions BUT the GS for severe weather do not apply to the Scottish Highlands and Islands (r.10)</p>
r.8	Rota Disconnection	<p>When there has been a fault on the network and supply is interrupted as a result of a rota disconnection, the DNO should aim to resolve matters <b>within 24 hrs</b></p>	<p><b>£54</b> for consumers</p> <p><b>£108</b> for businesses</p>	<p>Consumers request payment from the DNO, not their supplier and this must be done within three months</p> <p>Consumers should note the time they called</p>	<p>The 4 exemptions listed for r.9 and the 6 listed for r.5 apply here and also this standard does not apply to the Scottish Highlands &amp; Islands (r.10)</p>

DNO				<p>about loss of supply</p> <p>No equivalent gas standard</p>	
r.12  DNO	Failed Distributor fuse between incoming supply & meter	<p>If reported between 7am-7pm on a weekday; DNO will visit <b>within 3 hours</b></p> <p>If reported at weekend/BH (between 9am-5pm), the DNO will aim to visit <b>within 4 hours</b></p>	<p><b>£22</b></p> <p>Consumers and businesses</p>	<p>Calls received after 7pm on weekday (or 5pm on Bank Holiday) will be treated as being received at the start of the next day</p> <p>Similar gas standard r.7(2)</p> <p>Compensation not payable if customer requested no restoration of supply or it wasn't the distributor's fuse which was to blame for the disconnection</p>	See the first table above (r.22)
Ref	Standard	Action to be taken	Compensation payable	Notes	Exemptions
r.11	Multiple Interruptions to	If more than <b>four interruptions</b> to supply	<b>£54</b> for both consumers and	Compensation claims must be made within three months of the end of the year (i.e. by end	<p><b>Within the 3 hr period:</b></p> <ul style="list-style-type: none"> <li>customer informed D didn't</li> </ul>

DNO	supply	<p>Each of <b>more than three hours</b></p> <p>In any <b>12 month period</b> (1 April -31 March)</p> <p>Compensation may be payable</p>	businesses	<p>June)</p> <p>All claims should be made against the DNO</p> <p>Interruption must be reported within three hours</p> <p>No Gas Standard equivalent</p> <p>This GS does apply to the Scottish Highlands and Islands</p>	<ul style="list-style-type: none"> <li>want further action, or</li> <li>customer agreed action taken/promised sufficient</li> <li>or not reasonably practicable take required action as may breach law</li> </ul> <p><b>Prior notice given</b> – by D to customer of intention to interrupt</p> <p><b>Transmission system or generating station failure</b></p> <p><b>Other regulations apply</b> - regs 5, 6, 7, 8, 9 or 12 apply</p> <p><b>Act/default of supplier</b></p> <p><b>More than 500,000 customers affected</b> - as notified by Ofgem</p> <p><b>Emergency</b> – e.g. war, terrorism, threat to national security</p> <p><b>Out of time</b> - DNO not received claim within 3 mths from end of the relevant year (end June)</p> <p><b>Multiple premises</b> – interruptions were not all to the same premises</p> <p><b>Different customer</b> – not the customer at the premises where the</p>
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Ref	Standard	Action to be taken	Compensation payable	Notes	Exemptions
r.14(4) r.14(5) r.14(6) DNO	Planned interruptions	<p>DNOs must give at least the relevant days notice of an interruption for an authorised purpose, e.g. testing</p> <ul style="list-style-type: none"> <li>own customers <b>2 days</b></li> <li>another DNO's customers <b>5 days</b></li> <li>own customers/ another DNO <b>2 days</b></li> </ul>	<p><b>£22</b> Consumers</p> <p><b>£44</b> Businesses</p>	<p>Claims must be made within <b>one month</b> of failure. Payment will be from supplier</p> <p>Equivalent gas standard r.10A</p>	<p>supply was interrupted</p> <p><b>Agreement</b> – customer agrees action taken/promised sufficient</p> <p><b>Not reasonably practicable</b> – for D to take the required action before contravention and taken all reasonable steps to prevent occurrence or effect, because:</p> <ul style="list-style-type: none"> <li>of severe weather conditions</li> <li>of industrial action by employees</li> <li>down to act or default of a third party (including another D if SHI)</li> <li>unable to gain access to premises</li> <li>would be in breach of the law</li> <li>due to a prescribed emergency, e.g. war, terrorism, threat to national security, etc.</li> <li>of exceptional circumstances beyond D's control</li> </ul> <p><b>Frivolous/vexatious information</b> –</p>



Ref	Standard	Action to be taken	Compensation payable	Notes	Exemptions
					<p>from the customer</p> <p><b>Removal of a temporary supply</b> – installed following interruption of supply, while supply was being restored to the premises</p> <p><b>Out of time</b> - D did not receive a claim within 1 month</p>
r.15(2) (4)(a) (4)(b)	Voltage complaints	<p>If there are complaints or problems with voltage of electricity supply, the DNO must:</p> <ul style="list-style-type: none"> <li>offer to visit within <b>7 WD</b></li> <li>keep the timed appointment made</li> <li>OR send a written explanation within <b>5WD</b></li> </ul>	<p><b>£22</b></p> <p>Consumers and businesses</p>	<p>Breaches should be notified to DNO ASAP</p> <p>Appointments should be am/pm/2hr slot or as agreed</p> <p>No equivalent gas standard</p>	See the first table above (r.22)
r.19(2)	Appointments	<p>If access is necessary in connection with required or authorised activities or it would be reasonable to expect a consumer to be present</p> <p>A timed appointment should be offered (<b>am/pm/2hr</b> slot/as reasonably agreed)</p>	<p><b>£22</b></p> <p>Consumers and businesses</p>	<p>Consumers should advise the supplier of a breach as soon as possible to start the clock ticking</p> <p>No breach if no-one is at the premises at the agreed time</p>	<p>See the first table above (r.22) and GS also don't apply if visit is to:</p> <ul style="list-style-type: none"> <li>➤ respond to complaint about D's fuse, voltage, meter accuracy or PPM fault (regs 12, 15, 17 or 18)</li> <li>➤ use power to disconnect for non-payment</li> </ul>

r.19(3)				<p>No equivalent gas standard for GTs (but see r. 6 for gas suppliers and r.19 also applies to electricity suppliers)</p> <p>Will not apply after 1/10/10 to anything covered by the Electricity (Connections Standards of Performance) Regulations 2010</p>	
DNO					
r.21(4)	Making and forwarding payments	<p>Payments should be made to consumers of other DNOs or to the other DNO within <b>10 WD</b> for failing to restore supply within prescribed times (regs 5,6, 8 &amp; 9) and failing to give required notice of planned interruptions (r.14)</p> <p>Payments should be within <b>10 WD</b>:</p> <ul style="list-style-type: none"> <li>to own customers</li> <li>to suppliers for onward transmission</li> <li>or when forwarding of payments from other DNOs</li> </ul>	A further <b>£22</b> payable if initial required amount is not paid	<p>r.21(4) does not apply to breaches of regs 11, 12, 13, 15 and 19 which rely on consumers making a claim within a certain time</p> <p>There is only <b>one</b> payment for each breach</p> <p>So if payments are being made via suppliers, customers may have to wait 10 WD for the payment to go to from the DNO to the Supplier and then another 10WD for it to get to them</p> <p>No equivalent gas standard but r.21(6) applies</p>	<p>See the first table above (r.22) and compensation is also not payable if there is a genuine dispute</p> <p>For severe weather (r.7) payments can be ASARP</p>

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r.21(5)				to electricity suppliers and r.12 applies to gas suppliers	
DNO					

## 2.5 ANNEXE 5

### 2.5.1 ELECTRICITY (Connections Standards of Performance) Regulations 2010 - DISTRIBUTOR CONNECTIONS Standards

Please note that the general exemptions in the table below apply to some of the standards in Annexe 5. The final column in the table containing the standards, indicates whether any other exemptions apply.

#### Connection Standards (Electricity) General Exemptions – r.15

Compensation will not be payable by electricity distributors for breaches of the electricity connections standards in the following circumstances:

- **forego claim** – customer informs D/S, before contravention, doesn't want any action taking
- **agreement** – customer agrees with D/S that action taken/promised is sufficient
- **information to wrong address/tel. no.** – customer gives required information to wrong contact or outside reasonable hours (can be published in an appropriate manner)
- **not reasonably practicable\*** – for D/S to take the required action before the contravention and taken all reasonable steps to prevent occurrence or effect, because:
  - of industrial action by employees
  - down to act or default of a third party
  - unable to gain access to premises
  - would be in breach of the law (including a SS security or civil emergency direction under s.96 EA'89)
  - due to an emergency prescribed under Part 2 of the Civil Contingencies Act 2004, for example, war, terrorism, threat to national security, etc...
  - there are exceptional circumstances beyond D's control
- **frivolous/vexatious information\*** – from the customer
- **offence committed by customer\*** – as listed (meter tampering or caused damage to electricity line/plant/meter)

\* **These only apply if** - D makes a reasonable effort to notify the customer of the occurrence or circumstances ASARP after their occurrence

Ref	Standard	Action to be taken	Compensation payable	Notes	Exemptions
r.4  (4)(2)  (4)(3)  ED	Provision of a Budget Estimate	<p>D should send a budget estimate within prescribed period</p> <p>If requested capacity of the connection is less than 1 MVA, within <b>10 WD</b></p> <p>If requested capacity of the connection is 1 MVA or more, within <b>20 WD</b></p>	<b>£50</b>	No equivalent Gas standard	See the first table above (r.15)
r.5/6	Provision of Quotations	<p>DNO should provide a quotation within the prescribed period, which depends on the voltage of the demand connection:</p> <p>Single LV demand <b>5 WD</b></p>	These amounts are payable per WD	<p>The standard applies providing the customer has given relevant notice for the work, has provided the information reasonably requested by D and has paid the appropriate fee</p> <p>Equivalent gas standard is r.10(T)</p>	See the first table above (r.15)

5(2)		LV small project demand	<b>15WD</b>	<b>£10</b>	If before 1/10/10 covered by r.13 of the Electricity (Standards of Performance) Regulations 1989 which applies to LV demands only but to developments of four properties or less - standards is <b>5WD</b> ( <b>15</b> if significant work required) and compensation is a one off payment of <b>£44</b> and the general exemptions apply	
5(3)		Other than single LV demand	<b>25WD</b>	<b>£10</b>		
6(2)		HV demand	<b>35WD</b>	<b>£50</b>		
6(3)		EHV demand	<b>65WD</b>	<b>£100</b>		
6(4)				<b>£150</b>		
ED						
r.7	Accuracy of quotations	Quotations for single LV and small project demands must be accurate in accordance with the quotation accuracy scheme	<b>£250</b> for single LV	<b>£500</b> for small projects	This standard applies to quotations to which the DNO's quotation accuracy scheme applies	There are no exemptions
ED			<b>PLUS</b> a refund of any overpayment			
<b>Ref</b>	<b>Standard</b>	<b>Action to be taken</b>	<b>Compensation</b>		<b>Notes</b>	<b>Exemptions</b>

			payable		
r.8/9	Agreement of a schedule of dates	The DNO should contact the customer within the prescribed period to agree a schedule of dates	These amounts are payable per WD	This standard applies where the DNO has received all the following:	See the first table above (r.15)
8(2)		Single LV or small project demand <b>7 WD</b>	<b>£10</b>	(a) customer's written acceptance of the quote, within timescale	
9(2)		Other than single LV demand <b>7 WD</b>	<b>£50</b>	(b) payment of any fee due on acceptance	
9(3)		HV demand <b>10 WD</b>	<b>£100</b>	(c) any reasonable security required and requested	
9(4)		EHV demand <b>15 WD</b>	<b>£150</b>	(d) written acceptance of any additional terms proposed by D	
ED				(e) reasonable contact details for a WD between 9am and 5pm	
				Equivalent gas standard r. 10(3)(e)	
				No Exemptions	
Ref	Standard	Action to be taken	Compensation payable	Notes	Exemptions
r. 9(5)	Commence work	Work should be commenced as agreed, for demands listed below, otherwise compensation is payable	<b>£20</b> per WD	This standard does not apply to single LV or small project demands	The circumstances in r.15 (first table above) and those in r.16 (listed below) can allow D to reasonably extend the agreed

ED		Other than single LV demand HV demand EHV demand		No equivalent Gas Standard.	dates for commencement, completion and energisation  <b>Severe weather conditions</b> – which prevent work or cause a reasonable postponement of preplanned work
r.8/9	Completion of work	If the DNO fails to complete the work, or a phase of the work by the agreed date, compensation must be paid	These amounts are payable per WD	This standard applies where the DNO has received all the following:  (a) customer's written acceptance of the quote, within timescale (b) payment of any fee due prior to completion of the works or phase (as applicable) (c) any reasonable security required and requested (d) written acceptance of any additional terms proposed by D (e) reasonable contact details for a WD between 9am and 5pm	<b>Network system emergency</b> – causing a redirection of resources  <b>Safety</b> – compliance with procedures means D unable to undertake live working
8(3)		Single LV or small project demand	<b>£25</b>		<b>Delays obtaining street works permit</b>  <b>Delays obtaining necessary consents/rights and or acquiring interest in land</b> – re location of electric lines and plant
9(6)		Other than single LV demand	<b>£100</b>		
9(7)		HV demand	<b>£150</b>		
9(8)		EHV demand	<b>£200</b>	Equivalent gas standard r.10(3)(f)	
ED					
r.9	Energisation of the connection	If the DNO fails to energise the connection (insert a fuse or operate a switch to allow an electrical	These amounts are payable per WD	This standard applies where the DNO has received all the following:	<b>Outstanding works by third</b>



9(9)		current to flow) by the agreed date, compensation will be due  Other than single LV demand  HV demand  EHV demand	<b>£100</b>  <b>£150</b>	(a) customer's written acceptance of the quote, within timescale (b) payment of any fee due prior to energisation (c) any reasonable security required and requested (d) written acceptance of any additional terms proposed by D (e) reasonable contact details for a WD between 9am and 5pm	<b>parties</b> - as stated in the quotation  <b>Other outstanding matters by third parties</b> – as stated in the quotation
9(10)			<b>£200</b>	No Equivalent gas standard	
9(11)					
14	Making payments	Payments for breaches of any of the above standards, within <b>10 WD</b>	<b>£50</b>		See the first table above (r.15)  And if there is a genuine dispute

## 2.6 ANNEXE 6

### 2.6.1 GAS (Standards of Performance) Regulations 2005 - SUPPLIERS Guaranteed Standards

Please note that the general exemptions in the table below apply to all of the standards in Annexe 6. The final column in the table containing the standards, indicates whether any other exemptions apply as well.

#### Guaranteed Standards (Gas) General Exemptions – r.13

Compensation will not be payable by gas suppliers for breaches of the guaranteed standards in the following circumstances:

- **forego claim** – customer informs S, before contravention, doesn't want any action taking
- **agreement** – customer agrees with S that action taken/promised is sufficient
- **information to wrong address/tel. no.** – customer gives required information to wrong contact or for appointments under r.6(1), or acceptance of a connection quotation under r.10(1)(d), it was provided outside reasonable hours
- **information not provided** – customer has failed to provide required information
- **not reasonably practicable\*** – for S to take the required action before the contravention and taken all reasonable steps to prevent occurrence or effect, because:
  - of severe weather conditions
  - of industrial action by employees
  - down to act or default of a third party
  - unable to gain access to premises
  - would be in breach of the law
  - due to a prescribed emergency, e.g. war, terrorism, threat to national security, etc...
  - delays imposed by requirement to obtain a permit for street works under the Traffic Management Act 2004
  - there are exceptional circumstances beyond S's control
- **frivolous/vexatious information** – from the customer
- **offence committed by customer** – as listed (meter tampering or caused damage to gas fitting/service pipe/meter)
- **customer has failed to pay** – after receiving a 7 working day notice informing of intention to install a PPM or disconnect, and the action taken/not taken by the operator was in exercise of its powers
- **disconnection powers used** – T has used relevant powers in the Gas Code\*\*

where S = Supplier and T is the Transporter (both known as Relevant Operator)

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**\* for some regulations [ r.4 (meter disputes), 6 (Appointments), 10 (connections) ] there is a proviso for this exception - S (GT for r.10) should give at least one working days prior warning that unable to visit during the specified time unless the circumstances themselves made it impracticable to give such a warning**

\*\*T has powers to disconnect customers in the following circumstances, namely for:

- ❖ using a non-prescribed/unstamped meter (para 3)
- ❖ not maintaining own meter in a proper order (par 3)
- ❖ nonpayment (after 28 day demand and 7 day notice) (par 7)
- ❖ damaging gas (negligently or intentionally) fittings, service pipe lines (par 10)
- ❖ meter tampering (par 10)
- ❖ reconnecting the gas supply without consent (par 11)
- ❖ non-compliance with requirements relating to compressed air or extraneous air (par 17)
- ❖ improper use of gas which interferes with the efficient conveyance of gas (par 18)

Ref	Standard	Action to be taken	Compensation payable	Notes	Exemptions
r.4(2)  r.4(4)(a)  r.4(4)(b)  GS	Meter disputes	Supplier should offer to visit at a specified time* within <b>7 WD</b> (if visit needed)  S should keep the appointment  If no visit needed S should send an explanation of the probable cause within <b>5 WD</b>	<b>£20</b>  Consumers only	*Suppliers should offer customers either a morning (before 1pm) or an afternoon appointment, or one within a two-hour time-band, or agree a reasonable time slot (not less than 2hrs)  No breach if no-one is at the premises at the agreed time  Equivalent electricity standard r.17	See the first table above (r.13) and note *
r.5(3)  GS	Pre-payment meter disputes (PPMs)	S should visit to repair or replace the PPM within <b>4 hours</b> during normal working hours	<b>£20</b>  Consumers only	Not payable if the PPM is found to be working correctly or the consumer asks the supplier not to visit or not to restore supply  Equivalent electricity standard r.18	See the first table above (r.13)
r.6	Appointments (non-	If access is necessary in connection with required or	<b>£20</b>	Applies whether S asks C for an appointment or other way around	See first table above (r.13) and note* and also not payable if visit is:

GS	metering)	<p>authorised activities or it would be reasonable to expect a consumer to be present</p> <p>A timed appointment should be offered and kept</p>	Consumers only	<p>A timed appointment = am (before 1), pm (after 12), 2hr slot or as agreed (reasonable and not less than 2hr slot)</p> <p>Equivalent electricity standard r.17</p>	<ul style="list-style-type: none"> <li>➤ under r.4 or r.5 above (alleged meter or PPM faults)</li> <li>➤ wholly or mainly to disconnect for non-payment</li> <li>➤ only one payment if multi-purpose appointment</li> </ul>
GS	r.12(3) Notifying and making payments	Where there has been a breach of regs 4, 5 or 6 above consumers should expect payment within <b>10 WD</b>	<b>£20</b> on top of original payment due to domestic or business consumers	<p>Notification that payment is due is required as well as the payment</p> <p>Only one (£20) payment may be made for non-payment for breach</p> <p>Equivalent electricity standard is r.21</p>	See first table above (r.13) and compensation also not payable if there is a genuine dispute

## 2.7 ANNEXE 7

### 2.7.1 GAS (Standards of Performance) Regulations 2005 - TRANSPORTERS Guaranteed Standards

Please note that the general exemptions in the table below apply to some of the standards in Annexe 7. The final column in the table containing the standards, indicates whether any other exemptions apply.

#### Guaranteed Standards (Gas) General Exemptions – r.13

Compensation will not be payable by gas suppliers for breaches of the guaranteed standards in the following circumstances:

- **forego claim** – customer informs T, before contravention, doesn't want any action taking
- **agreement** – customer agrees with T that action taken/promised is sufficient
- **information to wrong address/tel. no.** – customer gives required information to wrong contact or for appointments under r.6(1), or acceptance of a connection quotation under r.10(1)(d), it was provided outside reasonable hours
- **information not provided** – customer has failed to provide required information
- **not reasonably practicable\*** – for T to take the required action before the contravention and taken all reasonable steps to prevent occurrence or effect, because:
  - of severe weather conditions
  - of industrial action by employees
  - down to act or default of a third party
  - unable to gain access to premises
  - would be in breach of the law
  - due to a prescribed emergency, e.g. war, terrorism, threat to national security, etc...
  - delays imposed by requirement to obtain a permit for street works under the Traffic Management Act 2004
  - there are exceptional circumstances beyond T's control
- **frivolous/vexatious information** – from the customer
- **offence committed by customer** – as listed (meter tampering or caused damage to gas fitting/service pipe/meter)
- **customer has failed to pay** – after receiving a 7 working day notice informing of intention to install a PPM or disconnect, and the action taken/not taken by the operator was in exercise of its powers
- **disconnection powers used** – T has used relevant powers in the Gas Code\*\*

where S = Supplier and T is the Transporter (both known as Relevant Operator)

\* for some regulations [ r.4 (meter disputes), 6 (Appointments), 10 (connections) ] there is a proviso for this exception - S (GT for r.10) should give at least one working days prior warning that unable to visit during the specified time unless the circumstances themselves made it impracticable to give such a warning

\*\* the GT has powers to disconnect customers in the following circumstances, namely for:

- ❖ using a non-prescribed/unstamped meter (para 3)
- ❖ not maintaining own meter in a proper order (par 3)
- ❖ nonpayment (after 28 day demand and 7 day notice) (par 7)
- ❖ damaging gas (negligently or intentionally) fittings, service pipe lines (par 10)
- ❖ meter tampering (par 10)
- ❖ reconnecting the gas supply without consent (par 11)
- ❖ non-compliance with requirements relating to compressed air or extraneous air (par 17)
- ❖ improper use of gas which interferes with the efficient conveyance of gas (par 18)

Ref	Standard	Action to be taken	Compensation payable	Notes	Exemptions
r.7(2)  GT	Supply restoration	Where there has been a network fault, supply should be restored within <b>24 hours</b>	<b>£30</b> consumers <b>£50</b> businesses  A further <b>£30/£50</b> for each subsequent full 24 hour period	Compensation should be claimed from GT – although payment may be made via supplier, priority customers see r.9  Customers should note when they made first contact with company  Equivalent electricity standard r.12	See first table above (r.13) and the following:  <b>Act/default of the customer</b> – event was caused by the customer  <b>More than 30,000 premises affected</b> – whether consumer or business  <b>Act/default of another T</b> – discontinuance of supply down to

			Maximum <b>£1,000</b>		<p>failure/fault/damage of pipe-line system of another T and they were notified within <b>5 WD</b> from end of event of:</p> <ul style="list-style-type: none"> <li>• number of customers</li> <li>• whether consumers or businesses</li> <li>• duration of discontinuance</li> </ul> <p><b>Severe weather conditions</b> – event caused by severe weather</p> <p><b>Other exceptional circumstances</b> – beyond T's control and taken all reasonable steps to prevent occurrence and effect</p> <p><b>Large premises</b> – rate of gas conveyance exceeds 73,200 kWh a year</p>
Ref	Standard	Action to be taken	Compensation payable	Notes	Exemptions
r.8	Reinstatement of property	Where T has completed work to relay service pipes on customer property, it should be returned to its original state within <b>5 WD</b>	<p><b>£50</b> consumers</p> <p><b>£100</b> businesses</p> <p>Same amounts payable for each succeeding period of <b>5 WD</b> that work</p>	<p>Consumers must claim direct to T for compensation</p> <p>Reinstatement must be done to a reasonable standard – paths and drives must be reasonably fit for their original purpose. Walls, gardens and lawns must be reinstated to prior condition using reasonable care and</p>	<p>See first table above (r.13) and also exempt if:</p> <p>Customer requested the work and their premises</p>



GT			not completed	skill  Equivalent electricity standard – none	Work resulted from act/default of the customer or person under their control
GT	Heating & cooking facilities	<p>Where supply disrupted, PSR consumers should be provided with alternative heating and cooking facilities (AHCF):</p> <p><u>Planned Interruptions and unplanned (affecting under 250):</u> within <b>4 hrs</b> of being advised consumers have no facilities</p> <p><u>Unplanned interruptions (affecting more than 250 homes):</u> <b>within 8hrs</b></p>	£24 consumers only	<p>Time from 8pm-8am is not counted when calculating response times under this standard</p> <p>Alternative facilities are:</p> <ul style="list-style-type: none"> <li>• one electric fan heater</li> <li>• a single electric ring or bottled gas appliance</li> </ul> <p>Equivalent electricity standard – none</p>	<p>See first table above (r.13) and also exempt if:</p> <p><b>Customer had AHCF</b> – so no need to provide any</p> <p><b>AHCF provided for collection</b> – and the following arrangements were made:</p> <ul style="list-style-type: none"> <li>• collection place reasonably conveniently situated to customer’s premises</li> <li>• location notified within the prescribed period</li> <li>• reasonable to expect GT collect or arrange for collection from there in all the circumstances</li> <li>• AHCF declined</li> </ul> <p><b>AHCF declined</b> – when T offered</p> <p><b>Out of time</b> – GT did not receive a claim within 3 months from the date of restoration</p>

Ref	Standard	Action to be taken	Compensation payable	Notes	Exemptions
r.10(3) (a)           GT	Providing a standard quote (<275kWh)	The gas transporter will supply a standard quote for a new supply, or upgrading existing supply up to and including 275kWh within <b>6 WD</b> of receiving the request	<b>£10 (+ further £10 per additional day until quote received)</b>  Any customer  <b>Max £250 or quotation (lowest)</b>	Requests received after 5pm will be dealt with the next WD  Quotes later found to be inaccurate will be considered as not provided in time  Equivalent electricity standard r.13 (new Regs from 1/10/10)	See first table (r.13) above and note * and also exempt if:  <b>Awaiting 3<sup>rd</sup> party information</b> – as some costs require negotiation with and payment to, a third party  <b>Awaiting 3<sup>rd</sup> party consents</b> – which cannot be reasonably obtained  <b>Incomplete/incorrect customer information</b> – where quote done without a visit and assumption by T is incorrect because of this
r.10(3) (b)(i)           GT	Providing a non-standard quote (<275 kWh)	The gas transporter will supply a non-standard quote for a new supply, or upgrading existing supply up to and including 275kWh within <b>11 WD</b> of receiving the request	<b>£10 (+ further £10 per additional day until quote received)</b>  Any customer  <b>Max £250 or quotation (lowest)</b>	Requests received after 5pm will be dealt with the next WD  Quotes later found to be inaccurate will be considered as not provided in time  Equivalent electricity standard r.13 (new Regs from 1/10/10)	<b>Visit was to disconnect for non-payment</b> – wholly or mainly using powers in Par 7 of the Gas Code  <b>Provision of metering services</b> – service relates to the provision of such as per T's SLC  <b>Frivolous or vexatious request</b> – for a quotation or accuracy or a land enquiry  <b>Pressure</b> – premises where the gas conveyed is 7 bar gauge or over
r.10(3)	Providing a non-standard	The gas transporter will supply a non-standard quote for a new	<b>£20 (+ further £20 per additional day)</b>	Requests received after 5pm will be dealt with the next WD	

(b)(ii)  GT	quote (>275 kWh)	supply, or upgrading existing supply over 275kWh within <b>21 WD</b> of receiving the request.	until quote received)  Any customer  <b>Max £500</b> or quotation (lowest)	Quotes later found to be inaccurate will be considered as not provided in time  Equivalent electricity standard r.13 (new Regs from 1/10/10)	<b>New developments</b> - at least 5 new homes, no previous connection (consumer or business)  <b>Complex connections</b> – Ofgem agree  <b>Excluded connections</b> – Ofgem agree
r.10(3) (c)  GT	Provide an accurate quote	Where a quote is challenged under the accuracy scheme and found to be incorrect, the gas transporters should refund the difference	Refund overcharge  Treat as an invalid quotation so (3)(a) and (3)(b) apply	Quotes later found to be inaccurate will be considered as not provided in time  Equivalent electricity standard- none	
r.10(3) (d)  GT	Respond to a land enquiry	Transporters should respond to land enquiries (e.g. about pipeline placements, new connections and alterations) and provide estimates within <b>5 WD</b>	<b>£40(+ £40</b> for each subsequent day until the response is provided)  Any customer  <b>Max £250</b> up to 275 kWh, <b>£500</b> for over	Requests made by telephone are covered by this standard  Payment should be made automatically, but consumer should still notify the company of the breach to start the clock ticking  Equivalent electricity standard- none	

Ref	Standard	Action to be taken	Compensation payable	Notes	Exemptions
r.10(3) (e)(i)  GT	Provide commencement and completion dates	Once a quote has been accepted, (for new supplies/alterations up to 275 kWh) the transporters should provide details of the work starting and substantial completion within <b>20 WD</b>	<b>£20</b> (+ <b>£20</b> for each subsequent day until the information is provided)  Consumer/business  <b>Max £250</b> or contract amount (lowest)	Payment should be made automatically, but consumer should still notify company of the breach to start the clock ticking  Equivalent electricity standard- none	See first table above (r.13) and note * and also exempt if:  <b>Awaiting 3<sup>rd</sup> party information</b> – as some costs require negotiation with and payment to, a third party  <b>Awaiting 3<sup>rd</sup> party consents</b> – which cannot by reasonable endeavours be obtained  <b>Incomplete/incorrect customer information</b> – where quote done without a visit and assumption by T is incorrect because of this  <b>Visit was to disconnect for non-payment</b> – wholly or mainly using powers in Par 7 of the Gas Code
r.10(3) (e)(ii)	Provide commencement and completion dates	Once a quote has been accepted, (for new supplies/alterations over 275 kWh) the transporters should provide details of the work start and completion dates within <b>twenty</b> (20) working days.	£40 (+ £40 for each subsequent day until the information is provided)  Consumer/business  Max £500 or contract amount	Payment should be made automatically, but consumer should still notify company of the breach to start the clock ticking  Equivalent electricity standard- none  Exemptions <b>Tables G</b> (and proviso for para 6) & <b>K</b>	<b>Provision of metering services</b> – service relates to the provision of such as per T's SLC  <b>Frivolous or vexatious request</b> – for a quotation, accuracy of a quotation or a land enquiry as considered by the T  <b>Pressure</b> – premises where the gas

GT			(lowest)		conveyed is 7 bar gauge or over  <b>New developments</b> - at least 5 new homes, no previous connection (consumer or business)
r.10(3)	Meet completion date	Compensation is payable if the work agreed is not completed by the agreed completion date  All apply equally to consumers or businesses  The value of the contract and or the rate flow determine the compensation	<u>Contracts to £1K</u>  £20; max £200 or value (lowest)	Depends upon contract value but the set amount as an initial payment is the same as the daily amount for however long the work remains incomplete  Consumer should make company aware of the breach as soon as possible  Contract Value = accurate quotation figure given for connection/work  Equivalent electricity standard- none	<b>Complex or excluded connections</b> – Ofgem agree
(f)(i)					
(ii)			<u>Contracts up to £4K</u>  £100 or 2.5%  max 25%		
(iii)			<u>Up to £20K</u>  £100; max 25%		
(iv)			<u>Up to £50K</u>  £100; max £5,000		
(v)	<u>Up to £100K</u>  £150; max £9000				

Ref	Standard	Action to be taken	Compensation payable	Notes	Exemptions
r.10A  GT	Planned interruptions	Where the GT is carrying out planned maintenance or replacement work to the pipeline system and discontinues the gas supply, he should give <b>5 WD</b> notice of this and explain the reason	<b>£20</b> consumers  <b>£50</b> businesses	Claim must be made to GT within 3 months  Equivalent electricity standard r.14	<p><b>Forego claim</b> – customer informs T, before contravention, doesn't want any action taking</p> <p><b>Agreement</b> – customer agrees that action taken/promised is sufficient</p> <p><b>Not reasonably practicable</b> – for T to take the required action before the contravention and taken all reasonable steps to prevent occurrence or effect, due to:</p> <ul style="list-style-type: none"> <li>• severe weather</li> <li>• employee industrial action</li> <li>• act act/default of 3rd party</li> <li>• inability to gain access</li> <li>• breach of the law</li> <li>• prescribed emergency, e.g. war, terrorism, etc...</li> <li>• delays in obtaining a street works permit</li> <li>• exceptional circumstances beyond T's control</li> </ul> <p><b>Offence committed by customer</b> - meter tampering or caused damage</p>

					<p>to gas fitting/service pipe/meter)</p> <p><b>Customer has failed to pay</b> – after receiving a 7 WD notice of intention to install PPM or disconnect, and action taken/not taken by operator was in exercise of its powers</p> <p><b>Disconnection powers used</b> – T has used powers in the Gas Code*</p> <p><b>Out of time</b> – T did not receive a claim within 3 months</p> <p>* the GT has powers to disconnect customers in the following circumstances, namely for:</p> <ul style="list-style-type: none"> <li>❖ using a non-prescribed/unstamped meter (para 3)</li> <li>❖ not maintaining own meter in a proper order (par 3)</li> <li>❖ nonpayment (after 28 day demand and 7 day notice) (par 7)</li> <li>❖ damaging gas (negligently or intentionally) fittings, service pipe lines (par 10)</li> <li>❖ meter tampering (par 10)</li> <li>❖ reconnecting the gas supply without consent (par</li> </ul>
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					<p>11)</p> <ul style="list-style-type: none"><li>❖ non-compliance with requirements relating to compressed air or extraneous air (par 17)</li><li>❖ improper use of gas which interferes with the efficient conveyance of gas (par 18)</li></ul>
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Ref	Standard	Action to be taken	Compensation payable	Notes	Exemptions
r.10B	Responding to complaints	Complaints where GT reasonably expects customer will anticipate a response, reply within no. days:  <b>If visit necessary or outside enquiries</b>  Initial response within 10 WD (explaining inability to reply fully and contact details) and substantive response within 20WD  <b>If no visit/external enquiries necessary</b>  Substantive response within <b>10 WD</b>	<b>£20</b>  Consumers or businesses  <b>Maximum £100</b>	Equivalent electricity standard - none	<b>Forego claim</b> – customer informs T, before contravention, doesn't want any action taking  <b>Unable contact customer</b> – where T reasonably satisfied will need to visit and can't contact, or has contacted but no reply and notified customer and ARS to make contact  <b>Unsuitable appointment</b> – T needs visit but customer requested appointment outside prescribed period from receipt of complaint  <b>Frivolous/vexatious complaint</b> – from the customer (T judges)
(2)(a)					
(2)(b)					
GT					

<p>r.12 (3A)</p> <p>(4)(a)</p> <p>(4)(b)</p> <p>GT</p>	<p>Making and forwarding payments</p>	<p>Where there has been a breach of any of the Gas Transporter Guaranteed Standards, payments should be made within no. days</p> <p>GT making payments under r.7 to another GT's customers (or the other GT) – <b>10WD</b></p> <p>GT making payments under any of the GS (regs 7 – 10B) to own customers – <b>20WD</b></p> <p>GT forwarding payments from another GT to own customers – <b>5WD</b></p>	<p><b>£20</b></p> <p>on top of original payment due to consumers or businesses</p>	<p>Payments from GT to blame for supply interruption via customer's own GT can take up to 15 WD (10 from original GT to customer's own GT and then 5 onto the customer)</p> <p>Only one (£20) payment may be made for non-payment for breach</p> <p>Equivalent electricity standard r.21</p>	<p>See first table above (r.13) and if there is a genuine dispute</p>
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## 2.8 ANNEXE 8

### 2.8.1 ANNEXE 8A: Pre-contract information The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013

	Information	Qualification	On-P Contracts	Off-P Contracts	Distance Contracts
1	Main characteristics of the goods or services	To the extent appropriate to the medium of communication and the product	Yes	Yes	Yes
2	Trader's identity, geographical address & telephone number	Such as a trading name  Telephone number only required if available for off-premises and distance contracts	Yes	Yes  a telephone number is only required if available	Yes  A telephone number is only required if available
3	Trader's fax number and email address	If available, so the consumer can contact the trader quickly and communicate efficiently	No	Yes	Yes
4	Other trader's geographical address and identity	Where the trader is acting on behalf of another trader	No	Yes	Yes
5	Trader's geographical address for complaints if different	Also if the trader is acting on behalf of another trader	No	Yes	Yes
6	Total price [including taxes, for example, VAT]	If the nature of the product is such that the price cannot reasonably be calculated in advance, the manner in which it will be calculated	Yes	Yes	Yes

	Information	Qualification	On-P Contracts	Off-P Contracts	Distance Contracts
7	Any additional delivery charges	The fact that additional charges may be payable if they cannot reasonably be calculated in advance	Yes	Yes AND for any other costs	Yes AND for any other costs
8	Total costs per billing period or total monthly costs if fixed rate	For contracts of indeterminate duration or containing a subscription	No	Yes	Yes
9	Cost of using the means of distance communication for contract conclusion	If the cost is calculated at other than the basic rate	No	Yes	Yes
10	Any arrangements for payment, delivery, performance and time by which the trader undertakes to deliver/perform	Where applicable	Yes	Yes	Yes
11	Trader's complaint handling policy	Where applicable	Yes	Yes	Yes
12	A reminder that the trader is under a legal duty to supply goods in conformity with the contract	In the case of sales contracts (goods, with or without services)	Yes	Yes	Yes
13	Existence and conditions of any after-sales services or commercial guarantees	Where applicable	Yes	Yes Also applies to after-sale customer assistance	Yes Also applies to after-sale customer assistance
14	Existence of relevant codes of conduct and how to obtain copies	Codes which the trader has undertaken to comply with	No	Yes	Yes

	Information	Qualification	On-P Contracts	Off-P Contracts	Distance Contracts
15	Contract duration if fixed, or if not fixed or extension is automatic, conditions for termination	Where applicable	Yes	Yes	Yes
16	Minimum duration of the consumer's obligations	Where applicable	No	Yes	Yes
17	Existence and conditions of deposits	Where applicable  Includes other financial guarantees to be paid or provided by the consumer at the request of the trader	No	Yes	Yes
18	The functionality of digital content – this will include information about its language, duration, file type, access, updates, tracking, internet connection, geographical restrictions and any additional purchases required	Where applicable, including applicable technical protection measures	Yes	Yes	Yes
19	Any relevant compatibility of digital content with hardware and software	Where applicable and only if the trader is aware of it, or can reasonably be expected to have been aware it	Yes	Yes	Yes
20	Possibility of having recourse to an out-of-court complaint and redress mechanism, for instance, ADR procedures	Where applicable if the trader is subject to one  Also the methods for having access to it	No	Yes	Yes

	Information	Qualification	On-P Contracts	Off-P Contracts	Distance Contracts
21	Conditions, time limit and procedures to exercise any right to cancel	If there is a right to cancel	No	Yes	Yes
22	That the consumer will have to bear the cost of returning goods after cancellation	Where applicable	No	Yes	Yes AND If the goods, by their nature cannot normally be returned by post, the cost of returning them
23	That the consumer will have to pay the trader reasonable costs	If the consumer cancels a service contract after an express request for the trader to begin supplying the service before the end of the cancellation period	No	Yes The express request must be on a durable medium	Yes
24	That the consumer does NOT have a right to cancel	Where a right to cancel is not provided for as per items 17- 25 in Appendix A	No	Yes	Yes
25	That the consumer may LOSE the right to cancel	The circumstances in which the right will be lost must also be provided (items 26-30 in Appendix A)			

**Notes to accompany Annexe 8A**

1. For distance contracts, items 1, 2, 6, 7, 8, 15 and 21 must be provided by the distance contract means, however, if there is limited space or time to display all the information, the rest can be provided using a different, but appropriate, method.

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2. A failure to provide items 21, 22 and 23 in respect of an off-premises contract, is a criminal offence. The model cancellation instructions can be used [Annexe 9B].
  3. In off-premises and distance contracts, if items 7, 8 and 22 are not given, the consumer will not have to pay these charges.
  4. If there is a right to cancel the contract, the consumer should also be supplied with a prescribed cancellation form as per Annexe 9C at the pre-contract stage.
  5. Any changes to the items in Annexe 9A must be agreed by the trader and the consumer to be effective.
  6. A consumer will bear no cost for the supply of a service in the cancellation period, whether in full or in part, if the trader did not provide details of items 21 and 23 in the pre-contract information.
  7. A consumer will not have to pay for the diminished value of any cancelled goods if the trader did not provide details of item 21 in the pre-contract information.

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## **ANNEXE 8B : Model Cancellation Instructions (ICAC Regulations 2013)**

### **Model instructions for cancellation**

#### *Right to cancel*

You have the right to cancel this contract within 14 days without giving any reason.

The cancellation period will expire after 14 days from the day [See Note 1].

To exercise the right to cancel, you must inform us [See Note 2] of your decision to cancel this contract by a clear statement (e.g. a letter sent by post, fax or e-mail). You may use the attached model cancellation form, but it is not obligatory. [See Note 3]

To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

#### *Effects of cancellation*

If you cancel this contract, we will reimburse to you all payments received from you, including the costs of delivery (except for the supplementary costs arising if you chose a type of delivery other than the least expensive type of standard delivery offered by us).

We may make a deduction for the reimbursement for loss in value of any goods supplied, if the loss is the result of unnecessary handling by you.

We will make the reimbursement without undue delay, and not later than -

- (a) 14 days after the day we receive back from you any goods supplied, or
- (b) (if earlier) 14 days after the day you provide evidence that you have returned the goods, or
- (c) if there were no goods supplied, 14 days after the day on which we are informed about your decision to cancel this contract.



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We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement. [See Note 4].

[See Note 5]

[See Note 6]

**Notes on instructions for completion:**

1. Insert one of the following texts between inverted commas:
  - (a) in the case of a service contract or a contract for the supply of digital content which is not supplied on a tangible medium: “of the conclusion of the contract.”;
  - (b) in the case of a sales contract: “on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the goods.”;
  - (c) in the case of a contract relating to multiple goods ordered by the consumer in one order and delivered separately: “on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the last good.”;
  - (d) in the case of a contract relating to delivery of a good consisting of multiple lots or pieces: “on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the last lot or piece.”;
  - (e) in the case of a contract for regular delivery of goods during a defined period of time: “on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the first good.”.
2. Insert your name, geographical address and, where available, your telephone number, fax number and e-mail address.
3. If you give the option to the consumer to electronically fill in and submit information about the consumer’s cancellation from the contract on your website, insert the following: “You can also electronically fill in and submit the model cancellation form or any other clear statement on our website [insert Internet address]. If you use this option, we will communicate to you an acknowledgement of receipt of such a cancellation on a durable medium (e.g. by e-mail) without delay.”.
4. In the case of sales contracts in which you have not offered to collect the goods in the event of cancellation insert the following: “We may withhold reimbursement until we have received the goods back or you have supplied evidence of having sent back the goods, whichever is the earliest.”.
5. If the consumer has received goods in connection with the contract

(a) Insert

- “We will collect the goods, “; or,
- “You shall send back the goods or hand them over to us or ... [insert the name and geographical address, where applicable, of the person authorised by you to receive the goods], without undue delay and in any event not later than 14 days from the day on which you communicate your cancellation from this contract to us. The deadline is met if you send back the goods before the period of 14 days has expired. “

(b) insert:

- “We will bear the cost of returning the goods.”;
- “You will have to bear the direct costs of returning the goods.”;
- If, in a distance contract, you do not offer to bear the cost of returning the goods and the goods, by their nature, cannot normally be returned by post: “You will have to bear the direct cost of returning the goods, ...EUR [insert the amount].”; or if the cost of returning the goods cannot reasonably be calculated in advance: “You will have to bear the direct cost of returning the goods. The cost is estimated at a maximum of approximately ...EUR [insert the amount].”;or
- If, in an off-premises contract, the goods, by their nature, cannot normally be returned by post and have been delivered to the consumer’s home at the time of the conclusion of the contract: “We will collect the goods at our own expense.”: and,

(c) Insert

“You are only liable for any diminished value of the goods resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the goods.”

6. In the case of a service contract insert the following: “If you requested to begin the performance of services during the cancellation period, you shall pay us an amount which is in proportion to what has been performed until you have communicated us your cancellation from this contract, in comparison with the full coverage of the contract.”.

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**ANNEXE 8C : Prescribed cancellation form** (ICAC Regulations 2013)

To [here the trader's name, geographical address and, where available, fax number and e-mail address are to be inserted by the trader]:

I/We [\*] hereby give notice that I/We [\*] cancel my/our [\*] contract of sale of the following goods [\*] / for the supply of the following service [\*],

Ordered on [\*/ received on [\*],

Name of consumer(s),

Address of consumer(s),

Signature of consumer(s) (only if this form is notified on paper),

Date

[\*] Delete as appropriate

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## ANNEXE 9

### 2.8.2 Details of the Electronic Commerce (EC Directive) Regulations 2002

The Electronic Commerce (EC Directive) Regulations 2002 (ECR) are quite complex as they are attempting to regulate a very technical industry operating across Europe which involves a wide range of online services. This Annexe gives only a general overview of the controls as they may affect energy suppliers advertising and entering into contracts online and others who use the internet to reach consumers, for example, price comparison websites.

Guidance on the Regulations can be obtained from the Department of Business Innovation and Skills at [www.bis.gov.uk](http://www.bis.gov.uk).

There is some overlap with the DSR in terms of the information which may have to be provided, however, the ECR do not just protect consumers, they cover all recipients of online services.

#### Information to be provided by online traders

- ✓ full business name
- ✓ geographical address
- ✓ contact details, including an email address
- ✓ details of any trade association membership
- ✓ professional qualifications
- ✓ VAT number
- ✓ inclusive prices which are clear (if prices are displayed)

#### Additional information to be provided by online advertisers

- 
- ✓ a clear identification that the communication is an advertisement, and who has sent it
  - ✓ any promotional competition, game or offers (discounts, gifts, promotions etc.) must be identified as such, with T&C easily accessible and presented clearly
  - ✓ unsolicited communications must be identified as such

#### **Information to be provided by online traders contracting online for goods or services**

- ✓ steps to follow to conclude a contract
- ✓ whether or not the contract will be filed (this will only happen to traders operating in Member States where this is required)
- ✓ the means by which input errors can be identified and corrected prior to placing an order \*
- ✓ the languages available for concluding the contract
- ✓ details of any codes relevant to the order being placed
- ✓ T&C available in a way that allows them to be stored and reproduced

Once an order is placed online it must be acknowledged without undue delay by electronic means. The Regulations do not regulate the formation of online contracts which is still governed by the common law.

Rescission is available for breach of \* but since this is a discretionary remedy it can be overruled by a court on application by the trader.

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## 2.9 ANNEXE 10

### 2.9.1 The Provision of Services Regulations 2009

These Regulations apply to all service providers which would cover the energy suppliers and also price comparison services. They are enforceable under Part 8 of the Enterprise Act 2002 and so are within the remit of the OFT and TSS.

#### Compulsory information

All service providers must make available certain information about themselves and their services to those who receive their services [ r.8(1) ]:

- ✓ business name
- ✓ legal status and form (e.g. sole trader, ltd co.)
- ✓ relevant contact details (postal, fax or email address, a telephone/text number, and an official address if there is one) for recipients to complain to or request information
- ✓ geographic address where they are established
- ✓ how to contact the provider rapidly and communicate directly
- ✓ name of any public register where the provider is registered
- ✓ the particulars of a relevant competent authority if an activity is subject to an authorisation scheme (Ofgem as the licensing authority)
- ✓ VAT number
- ✓ any professional body with which the provider is registered
- ✓ the general T&C used

- 
- ✓ the existence of contractual terms concerning the competent courts or applicable law
  - ✓ any after sales guarantee not imposed by the law
  - ✓ price (if pre-determined)
  - ✓ main features of the service if not apparent from the context
  - ✓ information about professional liability insurance/guarantee if required to hold it
  - ✓ how to access detailed information about any dispute resolution procedure subject to through membership of a trade association or being subject to a code of conduct

How should the information be made available?

- a) Supplied to the recipient on the service provider's own initiative
- b) Made easily accessible where the service is provided or contract concluded
- c) Made easily accessible by electronic means, e.g. where exactly on a website
- d) Included in any information documents supplied, where a detailed description of services provided is given

Information which must be made available if asked [ r.9 ]

- a) Price (if not pre-determined)
- b) Reference to professional rules (if carrying on a regulated profession)
- c) Information about other activities and measures to avoid conflicts of interest

d) Any codes of conduct to which subject, and their websites

Manner of providing the information

All information required must be:

- ✓ Clear
- ✓ Unambiguous
- ✓ Easily understood (choice of words and style relevant as well as format and structure)
- ✓ Given in good time before the contract is concluded
- ✓ Before the service is provided if no written contract



## 2.10 ANNEXE 11

### 2.10.1 INFORMATION FOR CONSUMERS

What consumer information?	How and when?	Authority	Unit
<b>Pre-contract marketing details</b> Estimates of total annual charges Price Comparisons (if a lower price is claimed)	Pre-contract stage in any marketing situation in certain circumstances (written copy if enters into contract, then or ASARP)	SLC 25.6 – 25.10	3
<b>Contract details</b> - Everything necessary to ensure customers have a complete, accurate, appropriate and fair picture of their contract which is capable of being easily understood and is not misleading (non-exhaustive list in 25.12 – see unit 4, section 2.3)	When the contract is entered into or ASARP thereafter	SLC 25.1, 25.11, 25.12	3 & 4
<b>Domestic supply contracts</b> Copy of any form of contract which the supplier offers	Send a copy to any person requesting one, within a reasonable period of time after receiving a request	SLC 22.7	4 & 7
<b>Terms and conditions (T&amp;C)</b> All the T & C specifically ones which (i) identify the charges (ii) explain about termination in accordance with SLC 24	In the contract Which must be in writing	SLC 22.4	
<b>Principal terms</b> The PTs of the contract	All reasonable steps to bring them to the attention of the DC before a contract is entered into	SLC 23.1	4
<b>Principal terms of a deemed contract</b> The PTs of the deemed contract which will apply after a DSC ends if no new DSC is entered into	About 30 WDs before the contract is due to end Must be in writing	SLC 23.2	4
<b>Variations</b> Notice of unilateral variation (VN) (increase in charges or other change which significantly disadvantages the DC) Must inform of (i) right to end the contract, (ii) where may obtain impartial advice about switching,	In advance or up to 65 WD after effect (but if less than 5 and DC pays outstanding charges and gives required notice along with the new supplier – variation no effect) - Notice must be in writing Information must be presented so as to be	SLC 23.3 23.4, 23.5	4

(iii) that PST can be prevented if there are outstanding charges (iv) when supplier cannot impose the variation	clear and easily understood, (i) and (ii) must be prominent Variation no effect if DC gives notice to end up to 20 WDs after receiving the VN and new supplier gives notice up to 15 WDs after the DC's notice		
<b>Services for PSR consumers</b> Services for customers who are of pensionable age, disabled, chronically sick, blind, partially sighted, deaf or hearing-impaired. Establish and maintain a Priority Services Register (PSR)	Prepare a statement in PIL setting out obligations Publish on website, if has one, (readily accessible) Take all reasonable steps to inform customers at least once a year how to obtain it and give a free copy to any one requesting it	SLC 26	5, 6, 7, 8
<b>Payment details</b> - payment choices, security deposits, facilities for those in payment difficulty, when premises can be disconnected for unpaid charges	As SLC 26	SLC 27	8
<b>What consumer information?</b>	<b>How and when?</b>	<b>Authority</b>	<b>Unit</b>
<b>Pre-Payment Meters (PPMs)</b> – appropriate information about advantages and disadvantages, where to find information or assistance if not working properly, procedures supplier will follow when removing or resetting PPM (including timescale and any conditions)	As SLC 26	SLC 28	5
<b>Safety Information</b> (Gas only) concerning safe use of appliances and fittings, dangers of carbon monoxide (CO) poisoning, benefits of audible CO alarms & gas safety checks, where to seek advice if appliances condemned	All reasonable steps to provide free information to each customer at least once a year and when requested by a DC	SLC (Gas) 29.4, 29.5	7 & 8
<b>Free gas safety check</b> - when one must be given (relevant criteria concerning age, disability, chronic sickness, who lives with, when last tested, income) if requested. Details of what must be checked/by whom	As SLC 26	SLC (Gas) 29.1, 29.2, 29.3, 29.6	7 & 8
<b>Citizen's Advice</b> - role and contact details	On or with each bill or SA or annually if none sent	SLC 31.1	
<b>Energy efficiency details</b> - Information about the efficient use of gas/electricity and sources of additional detail and assistance	Free if requested Free Telephone Information Service	SLC 31.2, 31.3	

(including government financial measures)	Publish on website, if has one (readily accessible)		
<b>Calculation details</b> - Explanation of the basis on which the amount charged is calculated and any temperature and pressure conversion factor (Gas only)	If bills or SAs express charges in terms of the amount of gas supplied, the basis for this must be explained in the bill or SA	SLC (Gas) 31.4	5
<b>Consumption comparison</b> - with the previous year consumption Exact tariff name	On every bill or SA, at least once every 3 months, within 65 WDs of a VN if customer does not receive a bill or SA and there is a charge increase (see below re clarity etc.)	SLC 31A.1, 31A.2	
<b>Exact tariff name</b> Quantity supplied during previous 12 months Illustrative projection of the cost (£) for next 12 months Details of any DD discount compared with standard tariff Relevant Principal Terms (supply charges, contract duration, rights to end contract, other significant terms) Reminder that can change supplier and where to obtain impartial advice	Once in every 12 month period – 1 <sup>st</sup> before 31/12/10 if contract for 12 months before 1/4/10 Information must be clear, easy to understand, not misleading, fair Details of time of use tariffs to be included Make it clear whether any estimates used Set out charges used for projection/comparison	SLC 31A.4 31A.5 31A.6	
<b>Deemed contracts</b> – copy if requested, principal terms, a notice stating how to obtain a different contract	A requested copy of a deemed contract should be provided within a reasonable time	SLC 7	4
<b>Visiting consumers</b> - Ensure representatives visiting customer premises are appropriately skilled fit and proper persons, can be readily identified, use agreed passwords, can give help, advice and contact information	Prepare a statement in PIL setting out arrangements for complying with obligations Publish on website, if has one, (readily accessible) Give a free copy to any one requesting it	SLC 13	3
<b>What consumer information?</b>	<b>How and when?</b>	<b>Authority</b>	<b>Unit</b>
<b>Prevention of transfers</b> Inform customer that a request to prevent a PST has been made, the grounds, how it may be disputed/resolved  Offer advice (or where advice may be obtained) on energy efficiency, debt management and alternative contracts offered by them That has 30 WDs to pay outstanding charges (if customer has notified intention to end the contract in accordance with SLC 23	Must give a written notice to a customer when a request to prevent a PST has been made, ASARP after the request  The notice must include all the relevant information/advice in column 1	SLC 14.9	4

and had less than 5WDs notice of VN, e.g. price increase)			
<b>Consolidated segmental statement (CSS)</b> in conjunction with any affiliates in the supply chain, which contains information relating to revenues, costs and profits, how it defines these, how they can be reconciled with statutory accounts, an explanation of the transfer pricing methodology – all information made public must be consistent with this and have a clear and full explanation	Prepare and publish it on its website No later than 6 months after the end of the supplier's financial year	SLC 19A	4
<b>Safety and administrative information</b> That gas leaks or suspected gas leaks to be reported immediately Telephone number for such a purpose  Electricity – current postal address and telephone number of the licensed distributor's enquiry service (ECOES)	Must keep customers informed by: Providing it in the contract/deemed contract Providing it in each bill or SA or annually if no bill/SA, and Publishing it so as to secure adequate publicity	SLC 20.1	7
<b>Gas leak</b> Telephone number and current address and telephone number of the gas transporter's enquiry service	When a customer requests it	SLC Gas 20.3	7
<b>Meter Point Reference Number</b> Gas - MPRN Electricity - Supply Number (MPAS)	Must inform customers of their MPRN/Supply number on each bill/SA or annually if no bill/SA	SLC Gas 20.5, SLC Elec 20.4	
<b>Fuel mix disclosure arrangements</b> Percentage contribution of each energy source to the total amount of electricity purchased for supply by the supplier, AND Environmental impact of generating each in grams of carbon dioxide emitted and radioactive waste produced per kWh of electricity	Duty to publish, if been the suppliers for a disclosure period (1/4 – 31/3), during 12 month period beginning 1/10 after it Provide the required data to each customer on at least one bill/SA during the 12 month period AND include it in promotional materials issued in then	SLC Elec 21	5
<b>What consumer information?</b>	<b>How and when?</b>	<b>Authority</b>	<b>Unit</b>
<b>Safety supply restriction instructions</b> Inform customers that the supplier may discontinue or restrict their gas supply if they themselves have been given a formal direction to do so. Must also inform the customer that he must	Must include a term in the contract which gives effect to such a direction	SLC Gas 16.3	7

restrict use or not use gas at all, if told to do so by the supplier			
<p><b>Termination of consumer contracts</b></p> <p>(i) If ownership/occupation (O/O) of the premises ends, the contract must end, either, no later than the date O/O ceases, if DC gave at least two WDs notice of that date, OR if less or no notice given, either the end of the 2<sup>nd</sup> WD after such notification is given OR the date someone else begins O/O and takes a supply (whichever happens first)</p> <p>(ii) that liability continues until the contract ends</p> <p>(iii) when a termination fee will be charged, and this can only be in 3 circumstances: (a) it is a rolling contract, (b) it is a combined fixed term and rolling contract and is ended during the latter part, (c) supplier issues a VN in accordance with SLC 23 and the provisions which would allow the customer to end the contract, have not occurred</p>	<p>Must include a term in the contract which explains how the contract may end</p> <p>Must include a term which states that liability continues until the contract ends even if no longer the O/O</p> <p>May include a term which requires a termination fee unless the circumstances mentioned prevail</p>	SLC 24	
<p><b>Feed- in tariff status</b></p> <p>Supplier's status as either a mandatory or a voluntary FIT supplier</p>	FIT suppliers must publish their status so that this information is easily accessible to the public	SLC 33 Schedule A Parts I & II	4
<p><b>Feed-in tariff terms</b></p> <p>Contract terms</p>	Certain details must be included in the agreement between the FIT supplier and the FIT generator	SLC 33 Schedule A Part I, par 6	
<b>Complaints handling procedure (CHP)</b>	Must appear in a prominent position on the website	CHS Regs r.11	9

Relevant details of the systems and procedures for handling complaints	Must inform customers of the existence of the CHP and how to obtain a copy, at least once in every 12 month period Anyone requesting must be provided with a free copy		
What consumer information?	How and when?	Authority	Unit
<b>Annual consumer complaints report</b> – number of consumer complaints not resolved after 2 days, the fact that the supplier has a complaints handling procedure, how a copy may be obtained, existence of the Regulations and how and where a copy (including a hard copy) of the Regulations may be obtained	Must publish annually in a prominent position on the website Provide a free copy to anyone requesting it	CHS Regs	9
<b>Notice of rights</b> - summary of customer rights under the Standards of Performance Regulations (guaranteed standards)  <b>Statement of overall standards</b> and performance levels achieved under them	Form and content as reasonably expect be within the understanding of customers Dispatch to customers at least once in every 12 month period Dispatch to customers at least once in every 12 month period Make a copy available for inspection at public premises Dispatch a copy to anyone requesting one	Gas & Elec Standards of Performance Regs 2005 and 2010	
<b>Last resort supply direction (LRSD) notice</b> – informing each consumer that their previous supplier has stopped supplying them from the given date, that this supplier is their new supplier from then, supply is under a deemed contract, the consumer may enter a new contract with another supplier, this supplier will charge for consumption under the LRSD	Send a notice to each premises specified in the LRSD to inform each consumer of the points in column 1  The notice must be sent within a reasonable period of time after receiving the LRSD	SLC 8	

## 2.11 ANNEXE 12

Supplier	Complaints	Billing & Accounts	Site Access	Energy Efficiency	Vulnerable Consumers
British Gas <a href="http://www.britishgas.co.uk">www.britishgas.co.uk</a>	We're listening.	Pay As You Go. Energy™.  Lots of ways to pay.  High Standards.	Check us out!	Bright ideas.	Different ways we can help you.
Npower <a href="http://www.npower.com">www.npower.com</a>	Dealing with your complaint.	Paying for gas and electricity.  Prepayment meters.	Visiting your home	Using electricity and gas efficiently.	Warm Response Service.
E.On <a href="http://www.eon-uk.com">www.eon-uk.com</a>	<a href="#">How we handle complaints.</a>	<a href="#">How we deal with Prepayment customers.</a>  <a href="#">Payment of bills and guidance for customers in difficulty.</a>	<a href="#">How we gain access to customers' premises.</a>	<a href="#">How we give advice customers about energy efficiency.</a>	<a href="#">Help and advice for customers with special needs.</a>
EDF <a href="http://www.edfenergy.com">www.edfenergy.com</a>	Making a Complaint.	Paying your energy Bill.  Prepayment Meters.	Site access.	Saving Energy at Home.	Priority Services.

<p>Scottish &amp; Southern: known as</p> <p>Southern Electric (England)</p> <p><a href="http://www.southern-electric.co.uk">www.southern-electric.co.uk</a>;</p> <p>Scottish Hydro Electric (Scotland)</p> <p><a href="http://www.hydro.co.uk">www.hydro.co.uk</a>;</p> <p>SWALEC (Wales)</p> <p><a href="http://www.swalec.co.uk">www.swalec.co.uk</a>.</p>	<p><a href="#">Complaint Handling Statement and Procedure.</a></p>	<p><a href="#">Southern Electric Customer Charter.</a></p> <p><a href="#">Prepayment Meter Statement - Information on Pay As You Go Services.</a></p>	<p><a href="#">Visiting your property.</a></p>	<p><a href="#">Our Energy Efficiency Information.</a></p>	<p><a href="#">Careline statement</a></p> <p><a href="#">Fuel Poor code of practice.</a></p>
<p>Scottishpower</p> <p><a href="http://www.scottishpower.co.uk">www.scottishpower.co.uk</a></p>	<p>Making an Enquiry or Complaint.</p>	<p>Paying Your Bill.</p> <p>Prepayment / Pay As You Go.</p>	<p>Visiting Your Premises.</p>	<p>Energy Efficiency.</p>	<p>Customers with Special Needs.</p>



## 2.12 ANNEXE 14

### 2.12.1 Procedure for price increases (SLC 23)

If the consumer wishes to switch supplier because their supplier has increased prices or wishes to impose other variations to the contract terms which would significantly disadvantage the consumer, then the provisions of SLC(G&E)23 must be observed as well as those in SLC(G&E)14. Ofgem following consultation with stakeholders made amendments to SLC(G&E)23 to require domestic suppliers to notify their customers of a unilateral variation to their contractual terms which increase prices or which are to their 'significant disadvantage' at least 30 days in advance. Whereas, previously suppliers could notify customers up to 65 days after the change.

The notice period of 30 days came into effect on 28 April 2011. During the course of the consultations OFGEM received requests from a number of stakeholders to provide clarity on what constitutes a price increase, and what is meant by a contract variation which is to the 'significant disadvantage' of the customer. On 31 May draft guidance was issued for this purpose. It is the view of OFGEM that a supplier should notify their customer 30 days in advance of an increase in any of the following charges:

- standing charges
- unit charges
- late payment charges
- termination fees
- administrative charges for paying
- supply charges by credit cards
- charges made by a supplier in respect of disconnections and re-connections
- charges for paper billing/copies of bills
- charges made by a supplier for testing, moving or replacing a meter
- charges made by a supplier for hiring/ renting a meter

The consumer can avoid paying the price increase (or being affected by other contract changes) if:

(1) The consumer has notified the supplier that they are ending the contract. This must be done within 20 working days from the date that they receive the variation notice from the supplier

AND

(2) Within 15 working days from the supplier receiving the notice from the consumer that they are ending the contract, the supplier has received notice under the Master Registration Agreement (electricity) or Network Code (gas) that another supplier will be supplying within a reasonable time

charges for replacing a

**However if the consumer has debt on the account** this will need to be cleared before the existing supplier is obliged to allow the transfer to go ahead. Should the consumer be unaware of this or the fact that there is debt on the account, then they have 30 working days from receiving notice that the existing supplier has decided to block the transfer to pay any debt on the account and ensure the transfer goes ahead.

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## 2.13 ANNEXE 14

### 2.13.1 Sample Complaints Handling Procedure

At XYZ Energy we are committed to offering the very best in customer service. Our Domestic Customer Charter sets down what you can expect from us. However, in recognition of the fact that things do sometimes go wrong, our Complaints Handling Procedure explains what will happen if you have cause to complain to us.

#### How to contact us

The easiest and quickest way to resolve your complaint is to telephone us on one of the numbers listed below. Alternatively, if you are unable to phone or would prefer to write, you can contact us by email, via our online complaint form or by post using the address listed below.

XYZ Energy  
Post – PO Box 1234, Anytown, AB1 2CD  
Telephone – 01234 567 890

You can also contact us through our website at: [www.xyz-energy.co.uk](http://www.xyz-energy.co.uk)

#### Our process

All our telephone advisors are trained to offer you the best possible customer service and will do their utmost to help you. If they need to involve their Manager, they will do so to ensure the matter is resolved.

We aim to reply to written correspondence within 48 hours, however, more complex issues may take longer. We may have to contact other agencies or suppliers to help resolve your complaint.

Step 1 – to resolve by 8pm the following working day after first contact

When you telephone us with a problem our advisor will attempt to resolve matters with you directly, however, if necessary your complaint will be escalated to a Manager or specialist team. We want to agree a solution by 8 pm the following working day. If you write to us with a problem, we aim to fully resolve matters by 8pm the following working day after we receive your letter. We may try to contact you by telephone to help with this resolution. If we cannot resolve your complaint fully or have not agreed a form of resolution by 8pm the following working day after your first contact, then you can proceed to the next step.

Step 2 – to resolve within 10 working days of escalation from Step 1. At this point, your complaint may be passed to a Senior Manager who will do everything possible to address your concern and make sure that you are happy with the resolution.

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Step 3 – to resolve within 5 working days of escalation from Step 2 Following Step 2, if the complaint has not been resolved to your satisfaction, then you can raise the matter with our Head of Customer Service, who will aim to reach a resolution within 5 working days.

### **Sales and Marketing complaints**

If you have a complaint in relation to our sales or marketing activities you may be entitled to compensation.

Any sales representative that visits your property on our behalf is bound by the EnergySure Code to act appropriately whilst there. We must also contact you by telephone within 24 hours of the sales representative's visit to confirm that you agree to the terms of the contract and within 14 days to ensure that you were happy with the way in which the sales visit was conducted.

### **The Energy Ombudsman**

If, after contacting the Head of Customer Service you remain unhappy, you can request that the complaint be deadlocked. Once you receive a deadlock letter you can contact the Energy Ombudsman.

Alternatively, you can contact the Ombudsman should you fail to have had a satisfactory response from the Head of Customer Service within 5 working days, or if 8 weeks have elapsed since registering your complaint. Please note that you may be referred back to us if you have not escalated your complaint via our formal complaints process outlined above.

The Ombudsman will carry out an independent investigation on your behalf. Any decision the Ombudsman makes will be binding on our Company, but not on you.

### **Additional Contact Details**

Head of Customer Service

Email - [headofcustomerservice@xyz-energy.co.uk](mailto:headofcustomerservice@xyz-energy.co.uk)

Phone - 0800 123 4567

Post – PO Box 1234, Anytown, AB1 2CD

The Energy Ombudsman

Telephone - 0845 055 0760 or 01925 530 263.

Textphone - 18001 0845 051 1513 or 18001 01925 430 886.

Email - [enquiries@energy-ombudsman.org.uk](mailto:enquiries@energy-ombudsman.org.uk)

Website - [www.energy-ombudsman.org.uk](http://www.energy-ombudsman.org.uk)

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## 2.14 ANNEXE 15

### 2.14.1 Converting gas meter readings into KWHs

The information below explains how to convert gas meter readings into kWhs as the meter does not measure in kWhs.

#### Summary of calculation

1. Meter reading (cubic feet) x 2.83 = cubic meters  
(only if the meter is imperial, otherwise go straight to stage 2)
2. Cubic meters x 1.02264 = corrected volume.
3. Corrected volume x calorific value (found on the bill) = unconverted energy
4. Unconverted energy divided by 3.6 = kilowatt-hours

#### Explanation of Calculation

##### Stage 1

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This only needs to be carried out if the customer has an imperial meter. The calculation is used for converting the reading from cubic feet into meters (from imperial into metric).

## **Stage 2**

This stage takes the metric reading and factors the temperature and pressure into the calculation as these affect the volume of gas that is delivered. At higher temperature or pressure there is more gas per cubic metre. As a result this must be factored into any calculation of the amount of gas that has been used. The temperature and pressure correction factor is used.

The figure of 1.022640 is for domestic customers and business users who use less than 73,200 kWhs of gas a year. The Gas (Calculation of Thermal Energy) Act 1996 contains the formula for calculating volume correction factor.

Note that businesses using over 73,200 kWhs may have a different correction factor and they should contact their supplier to find out how this is calculated.

## **Stage 3**

The calorific value of the energy is calculated. This is the measure of energy that is given off when the gas is burned. The calorific value is taken as an average over the period that the bill covers.

The figure is shown on the bill and is usually between 37.5 and 43. The figure varies because the gas supplied is a mixture of a number of different gases extracted from below the ground and the level of heat that the consumer gets out of the gas can differ depending upon the actual mixture that is extracted. The calorific value is constantly monitored and therefore a different figure will be used to calculate the bill on each occasion to ensure that the customer is paying a fair price for the level of heat that the consumer receives.

## **Stage 4**

The last stage of the process is to convert the figure into kWh.

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## 2.15 ANNEXE 16

### 2.15.1 Calculating the bill from the meter reading (simple tariff)

In order to calculate the bill the consumer needs to know their previous and current meter readings. Guidance is provided below on how the consumer can calculate they are billed using a simple tariff. If the consumer has a two –tier, Economy 7 or other special tariff (see unit?section?), they should contact their supplier to get details of how they are billed.

#### Electricity

The calculation is simple and the caller should be advised to carry out the following steps:

1. Deduct the current meter reading from their previous meter reading.
2. Multiply the units by the tariff price.
3. Add any applicable standing charge.
4. Finally add VAT at the relevant figure: five per cent for domestic users or 17.5 per cent for business customers.

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## Gas

You would need to talk them through the process of converting the reading from their gas meter into kilowatt-hours first and then how to calculate the bill. The whole process is explained below and that this is quite a long calculation. Guide the caller to carry out the following steps:

1. Read the meter.
2. Deduct the previous meter reading from the current reading.
3. If the meter is imperial (a four digit display and the figure) they need to convert this reading into cubic meters by multiplying the figure by 2.83.
4. Multiply the cubic meters used by 1.02264 (this factors in the temperature and volume correction).
5. Multiply this figure by the calorific figure shown on the bill ( a figure between 38 and 43).
6. Divide the answer by 3.6 to calculate how many units have been used.
7. Multiply the units by the tariff price.
8. Add any applicable standing charge.
9. Finally add VAT at the relevant figure: five per cent for domestic users or 17.5 per cent for business customers.



## 2.16 ANNEXE 17

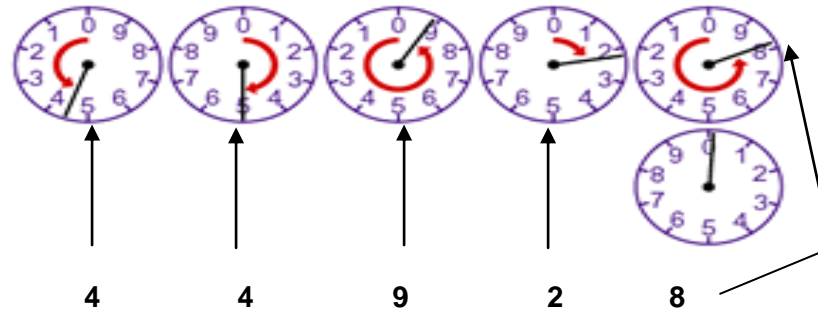
### 2.16.1 How to read the meter

#### Electricity Dial Meters

These record the electricity used on dials. These meters are more complicated to read than other types of meters. They have dials that rotate in different directions. If a meter is a two rate or multi rate it will have more than one set of dials.

Instructions:

- ✓ The meter has six dials but only the first five should be noted.
- ✓ The dials move in opposite directions, as indicated by the arrows on the diagram below.
- ✓ Read the dials from left to right in turn.
- ✓ If the pointer is between two numbers, always read the lower number (for example, if the pointer is between four and five, write down four);
- ✓ if the pointer is directly over a number (for example, five) make a note of the number and then check the dial immediately on the right. If the pointer on a dial falls between nine and zero, reduce the reading already taken for the dial on the left by one – for example, if your original recorded five, reduce this to four.



**Meter reading:**

**4      4      9      2      8**

## Electricity Digital Meters

These may be electrical or mechanical. These are less complex to read as the meter simply displays a row of figures.

Instructions:

- ✓ read across from left to right noting only the first five digits.
- ✓ if it is between digits the lower number should be recorded.



The meter reading shown here is 00000.

## Electricity Variable rate meters (for example, dual rate meters)

These meters have two readings, a normal rate and a low rate. They may be dial or digital meters. The readings are usually labeled low/night and normal / day. The meters should be read in accordance with the relevant instructions above depending upon whether they are dial or digital meters. An example of a standard Economy 7 digital meter is displayed below. The consumer may have a meter which has a number of different displays showing the different rates (see picture below under 'how to read the meter').



For example the meter reading shown here is;

← LOW/NIGHT 03676  
 ← NORMAL/DAY 10805

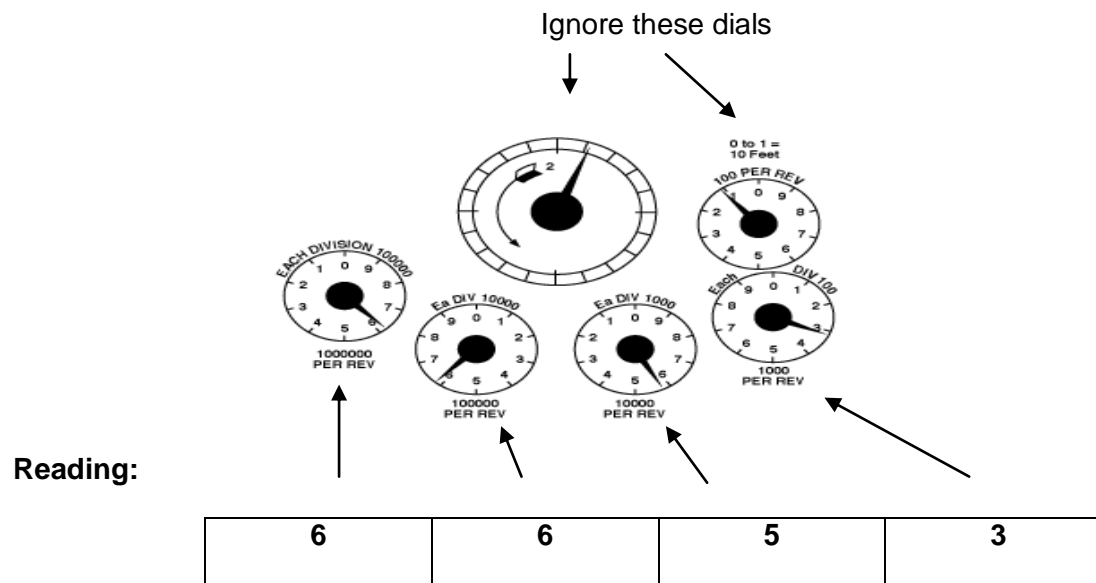
Alternatively, they may have a 'multi-rate single phase' meter. This is a digital meter that is used for economy 7 but only has one display. They show one reading at a time. The day / standard reading is pre-fixed with a number '1' and the night / low rate is prefixed with a number '2'.

### Gas Dial Meters

These are becoming increasingly uncommon. Dial meters measure in 100s cubic feet.

Instructions:

- ✓ There are six dials but only four need to be noted (ignore the readings in red).
- ✓ Ignore the largest dial and the dial that is marked '100 per rev'.
- ✓ The dials move in different directions.
- ✓ check the direction of the dials.
- ✓ read the dials from left to right.
- ✓ where a hand is between two figures, write down the lower figure, unless the figure is between nine and zero, in which case write down nine.



### Gas Imperial Digital Meters

Imperial digit meters have a row of four digits in white. There may also be a couple of additional readings in red.

Instructions:

- ✓ Make a note of the four digits in white
- ✓ Ignore the numbers in red

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5	8	3	1	6
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This meter reads: 5831 100s ft<sup>3</sup>

### Gas Metric Digital Meters

Metric digital meters may have either a mechanical display or an LCD display. There will be a row of five numbers followed by some additional numbers (check readings).

Instructions:

- ✓ Make a note of the first five numbers.
- ✓ Ignore any additional numbers.

6	9	7	1	4	5	5
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This meter reads: 69714 m<sup>3</sup>

## 2.17 ANNEXE 18

### 2.17.1 Quick reference: meter testing – guidance for consumers

	Gas	Electricity
1	<p>C should report the issue to their supplier.</p> <p>The supplier should either provide an explanation of the probable cause within five working days or make an offer to visit to investigate within seven working days. If the supplier does not comply, they must pay the consumer £20.</p>	<p>C should report the issue to their supplier.</p> <p>The supplier should either provide an explanation of the probable cause within five working days or make an offer to visit to investigate within seven working days. If the supplier does not comply, they must pay the consumer £22.</p>
2	<p>C may be asked to take meter readings over seven days.</p> <p>Supplier may carry out a standard load or check meter test. C should not have to pay if no fault is found.</p>	<p>C may be asked to take meter readings over seven days.</p>
3	<p>C can request or supplier may suggest an official test. The meter will be checked by a specialist meter examiner and, if the meter seems to be faulty, it will be taken away for laboratory testing. A replacement will be fitted if the meter is removed.</p> <p>C should make a note of the serial number and the reading at the time of removal to avoid billing disputes when the account may be reassessed.</p>	<p>If the meter readings are inconclusive, the supplier will instruct National Grid (formerly known as Transco) to remove the meter for testing and install a replacement. C will be asked to pay upfront for the test.</p> <p>C should make a note of the serial number and the reading at the time of removal to avoid billing disputes when the account may be reassessed.</p>
4	<p>Meters have to be accurate within + 2.5% or -3.5% of the exact amount of electricity used.</p>	<p>Meters have to be accurate within 2% of the exact amount of gas being used.</p>
5	<p>The meter examiner will issue the results, which are binding.</p>	<p>The meter examiner will issue the results, which are binding.</p>
6	<p>If C's is accurate C will be liable for the cost of the test. If inaccurate, supplier is liable for the test costs and the account will be re-billed.</p>	<p>If C's meter is accurate, the test fee will not be refunded. If found to be inaccurate, C will be refunded the test fee and the account will be re-billed.</p>



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## 2.18 ANNEXE 29

### 2.18.1 Renewable Obligations and feed-in tariffs

#### Renewable Obligations

Renewable Obligations operate in the UK and this is the means by which the government are supporting the large scale generation of renewable electricity as there is a target (set by Europe) that the UK must source 15 per cent of its energy from renewable sources (for example, wind, the sun, water and biofuels that do not release CO<sub>2</sub> into the atmosphere) by 2020. Suppliers have an obligation to source a set annual amount of electricity sales from renewable sources. If they do not meet this obligation they must pay a penalty. The obligations are administered by OFGEM who issue Renewable Obligation Certificates (ROCs) to suppliers for eligible renewable electricity generated and supplied to customers. Suppliers meet their obligations by presenting sufficient ROCs. Where suppliers do not have sufficient ROCs to meet their obligations, they must pay an equivalent amount into a fund, the proceeds of which are paid back on a pro-rated basis to those suppliers that have presented ROCs.

#### Feed-in tariffs

Microgeneration is the generation of energy from low carbon and renewable resources by consumers and communities. Anyone who has installed eligible renewable energy systems producing electricity on or after after July 15th 2009 is eligible to claim feed-in-tariffs as long as they produce less than 5MW of power. This would include most domestic properties in the UK. Note that some small energy companies are entitled to refuse to accept feed-in tariff customers.

#### Generation Tariff

This is paid on the renewable energy that is generated, regardless of whether the customer uses it themselves or exports it to the grid. The amount paid will be dependant upon the type of energy used and the capacity of the system.

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## Export Tariff

The customer is paid for each kwh that is transported to the grid. This tariff is the same regardless of the type of energy used. Ultimately, the aim is to meter the exported energy. However at present, the export element will be 'deemed' to be 50 per cent of the power generated by the system for domestic generators. Generators who believe their exports are substantially higher than this may be allowed to install suitable export meters and be paid on the metered level of exports.

Remember that the customer will also save money on their electricity bill as they will not have to buy as much electricity from their supplier.

Currently, the following technologies (amongst others) are eligible to be part of the scheme:

- ✓ Solar electricity (panels that generate electricity)
- ✓ Wind power
- ✓ Anaerobic digestion to produce biogas for electricity generation (micro-organisms breakdown biodegradable material to release energy)
- ✓ Hydro-electric power (power generated through the energy of flowing water)

Non-renewable gas-powered combined heat and power (Micro-CHP) is also included (this is where heat and electricity are produced at the same time in property - a gas central heating boiler is replaced by a CHP unit which provides heat and hot water and also provides electricity).

Energy companies will only pay the feed-in-tariff when the consumer has had their system installed by a 'Microgeneration Certification Scheme' (MCS) registered installer. MCS is an independent scheme that certifies micro generation products and installers against specific criteria. Consumers can find registered installers by visiting the MCS website ([www.microgenerationcertificate.org](http://www.microgenerationcertificate.org)). The consumer will be issued with an eligibility certificate which must be provided to the energy supplier.

Suppliers will register eligible installations, process generation data and make payments. OFGEM is the administrator for the scheme.

Consumers can find out how to access feed-in-tariffs by contacting the Energy Savings Trust ([www.energysavingstrust.co.uk](http://www.energysavingstrust.co.uk)).



## 2.19 ANNEXE 20

### 2.19.1 Quick reference guide - back billing

This chart may assist when considering whether or not a consumer is obliged to pay the charges on a catch-up bill from their supplier. However the relevant section (unit 5 'Charging for fuel') of the materials should be consulted for further detail as this is a simplification of the situation.

C is obliged to pay the charges	C is not obliged to pay
<p>The charges are less than 1 year old</p> <p>OR</p> <p>C has used supply and not attempted to contact the supplier to make or arrange payment (e.g. not informing the supplier that they are the new occupier of a property)</p> <p>OR</p> <p>C has willfully avoided payment</p> <p>OR</p> <p>C has not co-operated when supplier has attempted to read the meter/resolve queries (e.g not permitting access, not responding to requests for meter details/readings).</p>	<p>The charges are more than one year old</p> <p>AND ONE OF THE FOLLOWING APPLIES:</p> <ul style="list-style-type: none"> <li>○ C has advised the supplier of address but supplier billed to previous address</li> <li>○ Supplier records show a PPM is onsite when there is a credit meter</li> <li>○ C has informed supplier of a fault or query on the account / meter but supplier has failed to take action</li> <li>○ Supplier has billed on estimated readings despite C providing meter readings or having received readings from a meter reader</li> <li>○ C informed supplier that they moved into the property but supplier believes premises to be empty</li> <li>○ C pays by direct debit and supplier has not re-assessed payment arrangements within 15 months.</li> </ul>
<p><b>Note that the consumer should only be advised that they should ask the supplier to consider applying the code and that exemptions apply</b></p>	

## ANNEXE 21

### 2.19.2 Fuel efficiency schemes and advice

British Gas Home Insulation Scheme <a href="http://www.BritishGas.co.uk">www.BritishGas.co.uk</a> (0800 0773717)  Free energy efficiency telephone advice: 0800 0728629
EDF Energy Home Insulation Scheme <a href="http://www.edfenergy.com">www.edfenergy.com</a> (0800 282878)  Free energy efficiency telephone advice: 0800 0969966
e.on Insulation <a href="http://www.eon-uk.com">www.eon-uk.com</a> (0845 3014927)  Free energy efficiency telephone advice: 0500 2010000
Scottish & Southern Energy Home Insulation Scheme <a href="http://www.scottish-southern.co.uk">www.scottish-southern.co.uk</a> (0800 0727201)  Free energy efficiency telephone advice: 0800 0727201
Npower Home insulation Scheme



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[www.npower.co.uk](http://www.npower.co.uk) (0800 9756617)

Free energy efficiency telephone advice: 0800 022220

Scottish Power  
Warm Inside Scheme

[www.scottishpower.com](http://www.scottishpower.com) (0845 6617836)

Free energy efficiency telephone advice: 0800 332233



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## 2.20 ANNEXE 22

### 2.20.1 Sample micro business (CHP)

#### Making a Complaint

At British Gas Business, we believe in personal service and old-fashioned customer service values. If there's an issue with your Business Account (your account number will start with 600 or A) that we have not resolved to your satisfaction, and you would like to make a complaint, please let us know by following the steps below.

#### Complaints Process

For Gas and Electricity complaints follow these 2 easy steps.

##### Step 1

Contact us in the following ways:

**by email:** complete the form at the [bottom of this webpage »](#)

**by phone:** 0800 294 0015

**by post:** writing to: Nicola Brown, Complaints, British Gas Business, Spinneyside, Penman Way, Grove Park, Leicester, LE19 1SZ.

We will do everything we can to restore your faith in British Gas Business.



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## Step 2

If you are not happy with the resolution of your complaint, please contact:  
**Rachel Vincent, Director of Customer Services**

**by email:** [Rachel.Vincent@britishgasbusiness.co.uk](mailto:Rachel.Vincent@britishgasbusiness.co.uk)

**by phone:** 0800 294 0015

**by post:** writing to: Rachel Vincent, Director of Customer Services, British Gas Business, Spinneside, Penman Way, Grove Park, Leicester, LE19 1SZ.

### **If your complaint is unresolved after 8 Weeks**

Naturally we want to resolve your problem immediately. When you contact us to make a complaint we will try to provide you with an explanation or confirm what actions need to be taken. We recognise that we do not get everything right and, in some instances, we may make a goodwill gesture, offer compensation or make a charitable donation on your behalf.

If you have followed steps 1 and 2, and your complaint remains unresolved after 8 weeks, or if we have issued you with a deadlock letter, you may be able to bring a case to the **Energy Ombudsman**.

### **Energy Ombudsman**

The Ombudsman offers a free, independent service where customer and supplier can not reach final resolution. Their final decision is binding on the energy supplier, not the customer. Please note that to qualify for advice and redress from the Energy Ombudsman, you must meet one of the criteria of a [micro business](#) »

Online: [www.energy-ombudsman.org.uk](http://www.energy-ombudsman.org.uk)

by phone: 0845 055 0760

by Textphone: 18001 0845 051 1513

by post: Energy Ombudsman, PO Box 966, Warrington, WA4 9DF

[Download our Code of Practice on complaints](#) »

## 2.21 ANNEXE 23

### 2.21.1 Supplier SLC – affecting businesses

SLC	TITLE	BRIEF DETAILS
<b>GENERAL ARRANGEMENTS</b>		
1 G/E	Definitions for standard conditions	There are in excess of 70 definitions, some of which are the same (apart from the use of the words “gas” and “electricity”), e.g. contracts, deemed contracts, disconnect, domestic customer, principal terms, priority services register, security deposit and termination fee.
2 G/E	Interpretation of standard conditions	General interpretation rules apply, e.g. words defined in the main Acts have the same meaning in the SLC, references to codes, agreements etc. includes any amendments etc. made to them.
6 G/E	Classification of Premises	A domestic premise (DP) is one where a supply is taken wholly or mainly for a domestic purpose except where it is a Non-Domestic Premise A NDP is one which is not a domestic premises and includes premises for the provision of residential or other accommodation service where the terms of the agreement are commercial and there is a charge for the supply of gas or electricity (express or implied)
<b>CONTINUITY OF SUPPLY</b>		
7 G/E	Terms of Contracts and Deemed Contracts	Contracts must end when a Last Resort Supply Direction comes into effect Terms of Deemed contracts should not be unduly onerous, Deemed contracts should continue to have effect until another supply contract comes into effect (and no termination fee) ARS to provide customers with Principal Terms in Deemed Contracts ARS to inform them that other contracts, on different terms may be available, and how to obtain them (unless LRSD) Act reasonably when determining quantity supplied under Deemed Contracts
7A G/E	Supply to Micro Business Consumers	ARS must be taken to identify whether NDC is a MBC or not Contracts must not include a term which allows termination or different terms if MBC grounds no longer satisfied during a FTP contract Certain information has to be brought to the attention of MBC before a contract is entered into (entering into a contract and PT) All express T&C should be written and in PIL A Statement or Renewal Terms (SRT) must be prepared for FTP contracts and contain prescribed information Must comply with the timing requirements for letting MBC know about renewal terms Prescribed information must be provided within 10 days of entering into a contract



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8 G/E	Obligations under Last Resort Supply Direction	A LRSD can be issued to a new supplier, by Ofgem, if another supplier's licence is revoked (max 6 mths) and the new supplier must comply with a LRSD unless exceptions apply
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SLC	TITLE	BRIEF DETAILS
<b>INDUSTRY ACTIVITIES AND PROCEDURES</b>		
12 <b>GAS</b>	Matters relating to Meters	<p>Requirements for the connection, examination and inspection of gas meters:</p> <ul style="list-style-type: none"> <li>➤ <u>connection</u> checked by Approved Meter Installer within 20 wkg days</li> <li>➤ <u>examination</u> meter examiner must remove for examination if customer requests, and fix a substitute meter, but can charge</li> <li>➤ <u>inspection</u> at least once every 2 years, by someone with appropriate skill and experience (inspection includes a reading, looking for evidence of tampering, continuous running, deterioration which affects safety or proper functioning, leakage, arranging for leakage information to be referred and changing batteries if necessary)</li> </ul> <p>From 6/4/09 advanced (smart) meters (defined) must be installed at NDP if annual consumption 732,000kWh+</p> <p>All such premises must use advanced meters after 6/4/14 (unless unable to install)</p>
12 <b>E</b>	Matters relating to Meters	<p>Inspections of Non-Half Hourly Meters must take place every 2 years by someone appropriately skilled and experienced, this includes:</p> <ul style="list-style-type: none"> <li>➤ a reading and a visual check to assess whether any metering equipment, electrical plant or line has been damaged, whether meter has deteriorated (affecting safety/proper functioning) or been interfered with;</li> </ul> <p>Suppliers must ensure agents take ARS to detect and prevent theft of electricity, damage to plant, lines or metering equipment and interference with metering equipment</p> <p>Second electricity meters/apparatus to measure quantity /time of supply, must not generally themselves exceed 10 watts</p> <p>Must procure provision of card operated PPMs for other suppliers on non-discriminatory terms and in an efficient and economical manner, if it supplies them itself in its Supply Services Area (can give 2 years notice that stopping);</p> <p>Similar provisions for token operated PPMs but only until 1/8/10</p> <p>Meters installed in NDP after 6/4/09 must be Advanced Meters if the metering point falls within certain profiles (5, 6, 7 or 8 as in the Balancing and Settlement Code)</p> <p>Suppliers must not supply NDP after 6/4/14 other than through an advanced meter unless S is unable to install one</p>
13 <b>G/E</b>	Arrangements for Site Access	<p>Representatives visiting premises must be appropriately skilled, readily identifiable as a Rep, use agreed passwords, be a fit and proper person, able to inform of a contact point for help and advice on supply</p> <p>Statements setting out compliance arrangements with such obligations in PIL must be prepared, published on any website (and be readily available on it) and given free to anyone requesting</p> <p>GAS only – take ARS to include in contracts, a power of entry into Secondary premises (as in Gas Code) for self, Shippers and Transporter.</p>
14	Customer Transfer	Suppliers SHOULD NOT PREVENT a PST OTHER THAN as allowed as below:



<b>G/E</b>	Blocking	<ul style="list-style-type: none"> <li>➤ customer's contract has a term which allows S to prevent the PST and applies at the time</li> <li>➤ agreed error on part of proposed new supplier</li> <li>➤ relates to a related metering point (RMP) and proposed new S has not applied to transfer all the RMP on the same WD for same start date</li> </ul> <p>If Supplier seeks to prevent a PST it must give a <u>notice</u> informing:</p> <ul style="list-style-type: none"> <li>➤ made a request to prevent PST</li> <li>➤ grounds</li> <li>➤ how consumer may dispute/resolve</li> </ul>
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<b>SLC</b>	<b>TITLE</b>	<b>BRIEF DETAILS</b>
16 <b>GAS</b>	Security and Emergency Arrangements	<p>Suppliers must comply with all Transporter requests to prevent/reduce danger, secure safety of pipeline system, secure safe conveyance of gas through it or reduce risk to it, in the circumstances described (gas leak, suspected leak or pipeline system emergency which creates a significant risk to the safe conveyance of gas or the pipeline system or constitutes a danger due to the pressure or quality of the gas)</p> <p>Contract must state that customers must restrict or cease use of gas if told to do so by the supplier following a direction placed upon them</p> <p>Must state in NDSC that customer must take all steps to avoid using gas immediately after being told by the Supplier or the Transporter</p>
17 <b>GAS</b>	Mandatory Exchange of Information	<p>There is a duty on Suppliers to pass information on to Transporters/Shippers concerning various matters connected with the following:</p> <ul style="list-style-type: none"> <li>➤ safe operation, development or maintenance of the pipeline system</li> <li>➤ prevention or detection of gas taken illegally</li> <li>➤ proposed connection or disconnection</li> <li>➤ nature or changes in nature, of premises</li> <li>➤ details of inspections (date, reading, whether anything found)</li> </ul>
19 <b>GAS</b>	Payments to Customers	<p>If suppliers receive compensation from a Shipper or a Transporter as a payment in relation to failure to comply with a performance (guaranteed) standard it must be passed on to the consumer ASARP</p> <p>Can be used to offset any charges due for supply if was for a failure to supply to a DP</p>
19A <b>G/E</b>	Financial Information Reporting	Suppliers must publish Financial Information on their website (Consolidated Segmental Statement) relating to revenues, costs and profits of generation and supply activities

<b>INFORMATION FOR ALL CUSTOMERS</b>		
20 <b>E</b>	Enquiry Service and Supply Number	Supplier must keep customer's informed of the current postal address and telephone number of the Licensed Distributor's Enquiry Service (various ways suggested, contract, bills, statements of account, publishing appropriately) MPRN must be given to customers on each bill or statement of account or annually if none sent
20 <b>GAS</b>	Safety of Gas Supplies and MPRN	Suppliers must keep customers informed that they must report gas leaks/suspected leaks, immediately and a telephone no. to use (various ways suggested, contract, bills, statements of account, publishing appropriately) Supply Number must be given to customers on each bill or statement of account or annually if none sent
21 <b>E</b>	Fuel Mix Disclosure Arrangements	Suppliers must publish specified information (data) about fuel sources and the environmental impact of them Data which has to be provided, with clear indications of the disclosure period (1 April – 31 March) and that it relates to the total amount of electricity (TAE) purchased by the supplier, is (calculated as prescribed) <ul style="list-style-type: none"> <li>➤ <u>% contribution of each energy source</u> to the TAE i.e. fuel used to generate the electricity, namely coal, gas, nuclear materials, renewable energy such as wind or solar power or gas from landfill or sewage plant treatment</li> <li>➤ <u>grams of carbon dioxide and radioactive waste produced per kWh of electricity</u> to show environmental impact (ok to reference a web page if sufficiently clear and easily accessed)</li> </ul> <p>This obligation arises during the 12 months, starting 1 Oct after then, and information has to be given to customers on at least one bill or statement of account, and in Promotional Materials (although for last 2 months can give data relating to the most recent disclosure period)</p>
<b>STANDARD CONDITIONS FOR ALL SUPPLIERS</b>		
33 <b>E</b>	Feed-in tariffs	Large suppliers must offer mandatory FIT on prescribed T&C and smaller suppliers can do so voluntarily (same T&C)

## 2.22 ANNEXE 24

### 2.22.1 Information table (NDCs)

What business information?	How and when?	Authority	Section
<b>Deemed contracts</b> – copy if requested, principal terms, a notice stating how to obtain a different contract	A requested copy of a deemed contract should be provided within a reasonable time	SLC 7	4
<p><b>Pre-contract information</b> Statement that entering into legally binding contract and PTs of it</p> <p><b>Preparation of details</b> Express T &amp; C – all those of a MBC contract</p> <p>Statement of Renewal Terms for FTP contracts which includes: end date or duration, relevant date, statement that MBC can do written notification before relevant date to prevent roll-over of a FTP, post and email address, statement explaining consequences of not renewing or agreeing new contract (roll over or deemed contract)</p>	<p>Before entering into a contract ARS to bring statement and PTs to the attention of the MBC in PIL (can be verbal)</p> <p>Must be set out in writing and in PIL</p> <p>For FTP contracts In writing &amp; PIL Display the required details in a prominent manner</p>	<p><b>SLC 7A MBC only</b> 7A.4</p> <p>7A.5</p> <p>7A.6</p>	4
<p><b>Entering or renewing contracts</b> Copy of all express T &amp; C (written and in PIL) SRT if there is a FTP</p> <p><b>Renewal Stage</b> SRT (unless S has prevented renewal), PTs applicable after FTP ends (including roll over and deemed provisions) If offers prices to supply, must include at least one offer which is acceptable before the relevant date</p>	<p>Must take ARS to provide within 10 days of entering into a contract or ASARP thereafter</p> <p>In writing and PIL, 60 – 120 days before FTP ends</p> <p>In writing and acceptable before the transfer window (30 – 90 days before FTP ends)</p>	<p><b>SLC 7A MBC only</b> 7A.7</p> <p>7A.8, 7A.9</p> <p>7A.10</p>	4
<b>Visiting business customers</b> - Ensure representatives are appropriately skilled fit and proper persons, can be readily identified, use agreed passwords, and are able to give help, advice and contact	<p>Prepare a statement in PIL setting out arrangements for complying with obligations</p> <p>Publish on website, if has one, (readily accessible)</p>	SLC 13	3

information	Give a free copy to any one requesting it		
<b>Prevention of transfers</b> Inform business that a request to prevent a PST has been made, the grounds, how it may be disputed/resolved	Must give a written notice to a business when a request to prevent a PST has been made, ASARP after the request	SLC 14.3	4
<b>What business information?</b>	<b>How and when?</b>	<b>Authority</b>	<b>Section</b>
<b>Consolidated segmental statement (CSS)</b> in conjunction with any affiliates in the supply chain, which contains information relating to revenues, costs and profits, how it defines these, how they can be reconciled with statutory accounts, an explanation of the transfer pricing methodology – all information made public must be consistent with this and have a clear and full explanation	Prepare and publish it on its website No later than 6 months after the end of the supplier's financial year	SLC 19A	
<b>Safety and administrative information</b> That gas leaks or suspected gas leaks to be reported immediately Telephone number for such a purpose  Electricity – current postal address and Telephone number of the licensed distributor's enquiry service (ECOES)	Must keep customers informed and can comply with this by: Providing it in the contract/deemed contract Providing it in each bill or SA or annually if no bill/SA, and Publishing it so as to secure adequate publicity	SLC 20.1	7
<b>Gas leak</b> Telephone number and current address and telephone no. of the Gas transporter's enquiry service	When a customer requests it	SLC Gas 20.3	
<b>Meter Point Reference Numbers</b> Gas - MPRN Electricity - Supply Number (MPAS)	Must inform customers of their MPRN/Supply number on each bill/SA or annually if no bill/SA	SLC Gas 20.5, SLC Elec 20.4	1 and 5
<b>Fuel mix disclosure arrangements</b> The percentage contribution of each energy source to the total amount of electricity purchased for supply by the supplier, AND the environmental impact of generating each source as a quantity in grams of carbon dioxide emitted and radioactive waste produced per kWh of electricity	Duty to publish, if been the suppliers for a disclosure period (1/4 – 31/3), during 12 month period beginning 1/10 after it Provide the required data to each customer on at least one bill/SA during the 12 month period AND include it in promotional materials issued in then	SLC Elec 21	5
<b>Safety supply restriction instructions</b>	Must include a term in the contract which gives effect to such a	SLC Gas	7

Inform customers that the supplier may discontinue or restrict their gas supply if they themselves have been given a formal direction to do so and that customer must restrict use or not use gas at all, if told to do so by the supplier	direction	16.3	
<b>Feed-in tariff status</b> - suppliers' status as either a mandatory or voluntary FIT supplier	FIT suppliers must publish their status so that this information is easily accessible to the public	SLC 33 Schedule A Parts I & II	4
<b>What business information?</b>	<b>How and when?</b>	<b>Authority</b>	<b>Section</b>
<b>FIT Terms</b>  Contract terms	Certain details must be included in the agreement between the FIT supplier and the FIT generator	SLC 33 Schedule A Part I, par 6	
<b>Complaints handling procedure (CHP)</b>  Relevant details of the systems and procedures for handling complaints	Must appear in a prominent position on the website Must inform customers of the existence of the CHP and how to obtain a copy, at least once in every 12 month period Anyone requesting must be provided with a free copy	CHS Regs r.10	
<b>Annual consumer complaints report</b> – stating that the supplier has a complaints handling procedure, how a copy may be obtained, existence of the Regulations and how and where a copy (including a hard copy) of the Regulations may be obtained	Must publish annually in a prominent position on the website Provide a free copy to anyone requesting it	CHS Regs r.11	
<b>Statement of overall standards</b> and performance levels under the Standards of Performance Regulations (guaranteed standards)	Dispatch to customers at least once in every 12 month period Make a copy available for inspection at public premises Dispatch a copy to anyone requesting one	Gas & Elec Standards of Performance Regs 2005 and 2010	
<b>Last resort supply direction (LRSD) notice</b> – informing each consumer that their previous supplier has stopped supplying them from the given date, that this supplier is their new supplier from then, supply is under a deemed contract, the consumer may enter a new	Send a notice to each premises specified in the LRSD to inform each consumer of the points in column 1  The notice must be sent within a reasonable period of time after receiving the LRSD	SLC 8	



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contract with another supplier, this supplier will charge for consumption under the LRSD			
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