

# THE NORTHERN IRELAND AUTHORITY FOR UTILITY REGULATION

## NOTICE UNDER ARTICLE 14 (8)

### OF THE GAS (NORTHERN IRELAND)

#### ORDER 1996

#### MODIFICATIONS TO LICENCES TO CONVEY GAS

In accordance with Article 14(2) of the Gas (Northern Ireland) Order 1996 (“the **Gas Order**”) the Northern Ireland Authority for Utility Regulation (“the **Authority**”) published a notice (‘the **Consultation Notice**’) of its intentions to modify the licences to convey gas (granted under Article 8(a) of the Gas Order) as detailed in Schedule 1 of this notice (“the **Conveyance Licences**”).

In accordance with Article 14(5) of the Gas Order the Authority has considered representations duly made to it in response to the Consultation Notice. The Authority has decided to proceed with the making of modifications of the conditions of the Licence in exercise of its power under Article 14(1) of the Gas Order.

In accordance with Article 14(8) of the Gas Order the Authority gives notice as follows:

1. The modifications are to the conditions of the Licence as set out in section 3 of the Notice and Decision on Code of Practice for Consumers in Vulnerable Circumstances Licence Modifications Paper dated 30 September 2024 (“the **Notice and Decision Paper**”).
2. The actual text of the modifications is as set out in schedule 1 to the decision notice below (“**schedule 2**”). The original licence text that is being retained is in black, any new text is in red and any original text that is being removed is in red and strikethrough.
3. Details of the modifications are set out in section 3 of the Notice and Decision Paper.
4. The reasons for the modifications are set out in section 3 of the Notice and Decision Paper.
5. The effects of the modifications are set out in section 3 of the Notice and Decision Paper.

6. How the Authority has taken account of the representations made to it in response to the Consultation Notice are set out section 3 of the Notice and Decision Paper.
7. The reason for any differences between the modifications to be implemented and those proposed in the Consultation Notice are set out section 3 of the Notice and Decision Paper.
8. The Authority has, in accordance with Article 14(8)(a) of the Gas Order, sent a copy of this notice to the Licensee, the Department for Economy (DfE) and also to the General Consumer Council for Northern Ireland.
9. The modification shall take effect on 25 November 2024.
10. A copy of the modifications can be obtained in hard copy from:

Rachel Strong  
The Utility Regulator  
Queens House  
14 Queen Street Belfast  
BT1 6ED  
Email: [Rachel.Strong@uregni.gov.uk](mailto:Rachel.Strong@uregni.gov.uk)

Dated this 30 day of September 2024



**John French**  
**Chief Executive**  
**For and on behalf of the Utility Regulator**

## Schedule 1

### THE CONVEYANCE LICENCES

	<b>Licensee</b>	<b>Address</b>
1	Phoenix Natural gas Limited	197 Airport Road West Belfast BT3 9ED
2	firmus energy (Distribution) Limited	Units A4 and A5 Kilbegs Business Park Antrim BT41 4LZ
3	SGN Natural Gas Limited	3 <sup>rd</sup> Floor 83/85 Great Victoria Street Belfast BT2 7AF

## Schedule 2

**Licence modifications for gas (distribution) conveyance licences as set out in section 3 of the Notice and Decision Paper.**

### **Condition 2.21: Code of Practice for Consumers in Vulnerable Circumstances**

1. The arrangements in the Code of Practice for Consumers in Vulnerable Circumstances shall be applicable to persons occupying domestic premises.
2. The Licensee shall (and shall procure that its agents or sub-contractors shall) comply with the obligations applicable to it under the Code of Practice for Consumers in Vulnerable Circumstances.
3. The Authority, following consultation with the Licensee, the General Consumer Council and any other person who in the opinion of the Authority is likely to be interested or affected, may from time to time make such modifications to the Code of Practice for Consumers in Vulnerable Circumstances, as the Authority considers are necessary or expedient.
4. In this Condition:

**Code of Practice for Consumers in Vulnerable Circumstances**

means the relevant document of that name, prepared and published from time to time by the Authority, relating to the activities for protecting consumers in vulnerable circumstances.

**Vulnerable or Vulnerability**

means 'A consumer is deemed vulnerable when their personal characteristics or circumstances reduce their ability to engage effectively and achieve fair outcomes. A vulnerable consumer is significantly less able to protect or represent their interests and significantly more likely to suffer detrimental impacts on their health, wellbeing or finances'.

**Agents or Subcontractors**

means any person directly or indirectly authorised to represent the Licensee in its dealings with consumers or other Licensees.

## **Condition 1.1: Interpretation and Construction**

### 1.1.6 Definitions

"gas supplier"	means any person authorised by licence under Article 8 of the Order or by exemption under Article 7 of the Order to supply gas;
"General Consumer Council"	means the General Consumer Council for Northern Ireland;
"Grant"	means the commencing section of this Licence Document by which the Department grants the Licensee the licence;

## **Condition 1.5: Consultation with the ~~General Consumer Council for Northern Ireland~~**

### 1.5.1 Policy statements for ~~General Consumer Council for Northern Ireland~~

The Licensee shall in due time consult with the ~~General Consumer Council for Northern Ireland~~ in the formulation of:

- (c) give the ~~General Consumer Council for Northern Ireland~~ reasonable notice of the publication, announcement or implementation (if no publication or announcement is made) of details of any significant change in any such policies and general arrangements; and
- (d) give to the ~~General Consumer Council for Northern Ireland~~ as the ~~General Consumer Council for Northern Ireland~~ may reasonably request an explanation of any such significant change and of the implementation of those policies.

## **Condition 1.14: Payment of Fees to the Authority**

1.14.3 For each relevant year, the licence fee shall be the total of:

- (b) an amount that is the Relevant Contribution to the Estimated Costs of the ~~General Consumer Council for Northern Ireland~~ with regard to the exercise of its functions relating to gas consumers for the relevant year; and
- (c) an amount which is the difference (which may be a positive or negative amount), if any, between:
  - (i) the licence fee that would have been due from the Licensee for the year immediately preceding the relevant year (the previous year) had such fee been calculated in relation to the actual costs of:

- (A) the Authority for the previous year; and
- (B) the **General** Consumer Council ~~for Northern Ireland~~ with regard to the exercise of its functions relating to gas consumers for the previous year; and

1.14.4 Where:

- (a) the Estimated Costs of the Authority or of the **General** Consumer Council ~~for Northern Ireland~~ are revised during the course of the relevant year (Revised Costs);

1.14.6 In this Condition:

“Estimated Costs” (ii) in relation to the costs of the **General** Consumer Council ~~for Northern Ireland~~, means either:

- (A) the costs notified to the Authority by the **General** Consumer Council ~~for Northern Ireland~~ as its estimated costs for the relevant year as approved by the Department; or
- (B) in the event that the Authority does not receive such notification by 31 July in the relevant year, the costs estimated by the Authority (having regard to any estimate of such costs in any forward work programme published by the **General** Consumer Council ~~for Northern Ireland~~ in respect of the relevant year) as likely to be the costs of the **General** Consumer Council ~~for Northern Ireland~~ for the relevant year.

**Condition 2.1A: Supplier of Last Resort**

2.1A.2 In this Condition:

**Gas Industry  
Representatives**

means representatives from gas suppliers, distribution system operators, transmission system operators and also the **General** Consumer Council ~~for Northern Ireland~~.

## **Condition 2.2A: Terms and Conditions of Gas Contracts with Domestic Consumers**

2.2A.2 Before entering into, or concluding, a Gas Contract with any domestic consumer, the Licensee shall give the domestic consumer:

- (b) details of how the domestic consumer can contact, and the relevant address and telephone number of, the **General** Consumer Council ~~for Northern Ireland~~ for further help and advice, including in particular with regard to their rights in relation to the supply of gas services provided by the Licensee.

## **Condition 2.3: Conveyance Charges, Other Terms for the Conveyance of Gas and the provision of Conveyance services**

### 2.3.6 Resolution of Disputes

- (b) the Authority receives an application pursuant to sub-paragraph (a) and the dispute:
  - (i) has not previously been referred by either party to the **General** Consumer Council ~~for Northern Ireland~~ for investigation; or
  - (ii) has previously been referred by one of the parties to the **General** Consumer Council ~~for Northern Ireland~~ but the **General** Consumer Council ~~for Northern Ireland~~ has advised the Authority that it has not concluded its investigation of the dispute.

the Authority may refer the dispute to the **General** Consumer Council ~~for Northern Ireland~~ for the purposes of enabling the **General** Consumer Council ~~for Northern Ireland~~ to assist the parties in the resolution of the dispute;

- (c) the Authority refers the dispute to the **General** Consumer Council ~~for Northern Ireland~~ it will at the same time inform the parties of that referral;
- (d) the **General** Consumer Council ~~for Northern Ireland~~ has not been able to assist the parties in the resolution of the dispute within 3 months of the Authority's referral under paragraph (b) (the 'applicable timescale'), either party to the matter may refer the matter back to the Authority for determination;
- (e) a dispute referred to the Authority under paragraph (a):
  - (i) is not referred by the Authority to the **General** Consumer Council ~~for Northern Ireland~~ under paragraph (c); or

(ii) is referred by the Authority to the **General Consumer Council for Northern Ireland** under paragraph (c) but is referred back to the Authority under paragraph (d),

#### **Condition 2.4: Connection Charges and Obligation to Connect**

##### 2.4.19 Resolution of disputes by the Authority

(b) the Authority receives an application pursuant to sub-paragraph (a) and the dispute:

(i) has not previously been referred by either party to the **General Consumer Council for Northern Ireland** for investigation; or

(ii) has previously been referred by one of the parties to the **General Consumer Council for Northern Ireland** but the **General Consumer Council for Northern Ireland** has advised the Authority that it has not concluded its investigation of the dispute,

the Authority may refer the dispute to the **General Consumer Council for Northern Ireland** for the purposes of enabling the **General Consumer Council for Northern Ireland** to assist the parties in the resolution of the dispute;

(c) the Authority refers the dispute to the **General Consumer Council for Northern Ireland** under paragraph (b) it will at the same time inform the parties of that referral;

(d) the **General Consumer Council for Northern Ireland** has not been able to assist the parties in the resolution of the dispute within 3 months of the Authority's referral under paragraph (b) (the 'applicable timescale'), either party to the dispute may refer the matter back to the Authority for determination;

(e) a dispute referred to the Authority under paragraph (a):

(i) is not referred by the Authority to the **General Consumer Council for Northern Ireland** under paragraph (c); or

(ii) is referred by the Authority to the **General Consumer Council for Northern Ireland** under paragraph (c) but is referred back to the Authority under paragraph (d),

#### **Condition 2.9: Standards of Performance**

##### 2.9.3 Report to Authority and **General Consumer Council for Northern Ireland**

As soon as is reasonably practicable after the end of each year ending on 31 December, the Licensee shall submit to the Authority and **General Consumer Council for Northern Ireland** a report dealing with the matters mentioned in



Conditions 2.9.1 and 2.9.2 which shall include a comparison of the Licensee's performance against the established standards in relation to that year and shall:

**Condition 2.9B: Preparation, Revision Of and Compliance with Codes of Practice**

2.9B.2 The Licensee shall, before submitting any Code to the Authority for its approval, consult the **General** Consumer Council ~~for Northern Ireland~~ and shall consider any representations made by it about the Code or the manner in which it is likely to be operated.

2.9B.4 In carrying out any review under paragraph 2.9B.3 the Licensee shall consult the **General** Consumer Council ~~for Northern Ireland~~ and shall consider any representations made by it about the Code or the manner in which it is likely to be or has been operated.

2.9B.5 The Authority, following consultation with the Licensee, the **General** Consumer Council ~~for Northern Ireland~~, any other person who in the opinion of the Authority is likely to be interested or affected, may

2.9B.8 The Licensee shall as:

(a) soon as practicable following the Authority's approval of a Code (including following revision):

(i) send a copy of the Code to the Authority and the **General** Consumer Council ~~for Northern Ireland~~; and

**Condition 2.20: Code of Practice for the Theft of Gas**

2. The Authority, following consultation with the Licensee, the **General** Consumer Council ~~for Northern Ireland~~ and any other person who in the opinion of the Authority is likely to be interested or affected, may from time to time make such modifications to the Code of Practice for the Theft of Gas, as the Authority considers necessary or expedient.