

THE NORTHERN IRELAND AUTHORITY FOR UTILITY REGULATION

NOTICE UNDER ARTICLE 14 (2)

OF THE ELECTRICITY (NORTHERN IRELAND)

ORDER 1992

**MODIFICATIONS PROPOSED TO LICENCES TO SUPPLY ELECTRICITY
(as set out in paragraph 1)**

The Northern Ireland Authority for Utility Regulation (“the **Authority**”) proposes to modify the conditions of a licence in exercise of its powers under Article 14(1) of the Electricity (Northern Ireland) Order 1992 (the “**Order**”),

In accordance with Article 14(2) of the Order the Authority gives notice as follows:

1. The Authority proposes to make modifications (“the **Proposed Modifications**”) to the licences held by the following licensees (the **Licensees**) authorising the supply of electricity granted under Article 10(1)(c) of the Order and each available for examination at this section of the Authority’s website: [Electricity licences | Utility Regulator \(uregni.gov.uk\)](http://Electricitylicences|UtilityRegulator(uregni.gov.uk)).

	Licensee	Address
1	AES Ballylumford Ltd	AES Ballylumford Ballylumford Islandmagee Larne BT40 3RS
2	Bord Gais Energy Ltd	Bord Gáis Energy Limited One Warrington Place Dublin 2 Ireland
3	Budget Energy Ltd	Budget Energy Ltd Floor 1 1 Springtown Business Park 141 Northland Road Londonderry BT48 0LY
4	Click Energy	Click Energy 1 st Floor

		Timberquay 100-114 Strand Road Derry/Londonderry BT48 7NR
5	Electric Ireland (ESBIE NI Ltd)	Electric Ireland Swift Square Northwood Avenue Santry Dublin 9
6	Electricity Supply Board (ESB)	ESB Head Office 27 Lr Fitzwilliam Street Dublin 2 Ireland
7	ElectroRoute Energy	Electroroute Energy Supply NI Ltd 1 st Floor Marconi House Digges Lane Dublin 2
8	Energia Customer Solutions NI Limited	Energia Customer Solutions NI Limited Energia House 62 Newforge Lane Belfast BT9 5NF
9	firmus energy (Supply) Ltd	firmus energy Kilbegs Business Park Antrim Northern Ireland BT41 4NN
10	Flogas Enterprise Solutions Limited	Flogas Enterprise 6 th & 7 th Floor The Irish Times Building, 24-28 Tara Street Dublin 2
11	Gaelectric Green Energy Ltd	Gaelectric Green Energy Limited Portview House Thorncastle Street Ringsend Dublin 4
12	Go Power (LCC Power Ltd)	Go Power 16 Churchtown Road Cookstown

		Co Tyrone BT80 9XD
13	LCC Group Ltd	Go Power 16 Churchtown Road Cookstown Co Tyrone BT80 9XD
14	Orsted Onshore Green Energy NI Limited	Orsted Onshore Green Energy NI Limited 42-46 Fountain Street Belfast Northern Ireland United Kingdom BT1 5EF
15	Power NI (NIE Energy Ltd)	PowerNI Woodchester House 50 Newforge Lane BT9 5NW
16	Share Energy Trading Ltd	Share Energy Trading Ltd 37 Dargan Road Fortwilliam Business Park Belfast United Kingdom BT3 9LZ
17	SSE Airtricity Energy Supply Ltd	SSE Airtricity Energy Supply (NI) Ltd. 3 rd Floor Millennium House 17-25 Great Victoria Street Belfast BT2 7AQ
18	Statkraft Markets GmbH	Statkraft Markets GmbH 2a Derendorfer Allee Dusseldorf Nordrhein-Westfalen 40478 Germany
19	3T Power Limited	3T Power Ltd 1 Davies Road, Newtownstewart, Co Tyrone BT78 4NH

2. The Proposed Modifications are detailed in Schedule 1 to this notice.
3. The reasons for and effects of the Proposed Modifications are explained in Section 2 of the Notice and Consultation on New Code of Practice on Customer

Service and Licence Modifications paper – of which this notice forms part as Appendix 1- as read with our published March 2024 Consultation Paper¹ and Decision Paper which has been published alongside this Notice.

4. The Proposed Modifications detailed in Schedule 1 show; the original (unmodified) licence text being retained in black; any new text in red; and any original text being removed in red and struck-through.
5. A copy of the Proposed Modifications can be viewed during normal office hours, and obtained (free of charge) from:

Rebecca Bloomfield
The Utility Regulator
Queens House
14 Queen Street Belfast
BT1 6ED
Email: Rebecca.Bloomfield@uregni.gov.uk copied to
Sohui.Donaldson@uregni.gov.uk

6. Representations or objections with respect to any (or all of) the Proposed Modification may be made **on or before 5pm on 7 January 2025** by writing or e-mailing the Authority using the details specified in paragraph 5 above.
7. The Authority has, in accordance with Article 14(4) of the Order, sent a copy of this notice to; the Licensee; the Department for Economy (**DfE**); and the General Consumer Council for Northern Ireland.

Dated this 26 day of November 2024



John French
Chief Executive
For and on behalf of the Authority

CC: All electricity supply licensees
The Department for the Economy
The General Consumer Council for Northern Ireland

¹ <https://www.uregni.gov.uk/consultations/consultation-energy-supplier-customer-service-levels>

Schedule 1

Condition 27: Terms and Conditions of Electricity Supply Contracts

14. The Licensee shall ensure that its standard terms and conditions provide Domestic Customers with a choice of payment methods, including as a minimum making payment:
- (a) in arrears (at such frequency as is set out in the terms and conditions);
 - (b) by direct debit (at such frequency as is set out in the terms and conditions). **Refer to Condition 27b for the processes for setting fixed direct debits**; and
 - (c) in advance through a prepayment meter.

Condition 27b: Processes for setting fixed direct debits

1. This Condition shall apply where the Licensee supplies, or offers to supply, electricity to Domestic Premises.
2. The Licensee shall (and shall procure that its agents or sub-contractors shall) comply with the obligations set out in this licence condition.

Setting fixed direct debits

3. The Licensee must take all reasonable steps to ensure that when setting the fixed direct debit for a new customer, it is based on the best and most accurate usage information; the fixed direct debit value must be calculated specific to the individual customer and based on up-to-date and accurate information.
4. For new customers, payments must be based on a number of factors as outlined below, which includes information provided by the customer. This must, as a minimum, include the following:
 - (i) Up to date meter reading;
 - (ii) Size of the property;
 - (iii) How many people live at the property; and
 - (iv) Take account of any other relevant information provided by the customer.
5. For any fixed direct debit payment plan (new and amended), Licensees must

provide clear and accessible information to the customer on how this payment plan operates.

6. When signing up a customer to a fixed direct debit payment plan, the Licensee must clearly explain how the fixed direct debit operates. This must be clearly articulated to the customer at the point of sign up (verbally if in person or via phone or written if online) and confirmed in writing by the customer's chosen method of contact. The Licensee must include the following information (as a minimum):
 - (i) How the customer's fixed direct debit has been calculated;
 - (ii) That the fixed direct debit value can change over the course of the contract and that it will be reviewed at regular intervals (to ensure it is reflective of customers' actual usage either lower or higher);
 - (iii) How and when the Licensee will review the fixed direct debit;
 - (iv) How and when the customer can request a review of the fixed direct debit;
 - (v) How the customer can help improve the accuracy of the fixed direct debit e.g. by providing meter reads at regular intervals to ensure there is an accurate record of actual usage;
 - (vi) That a fixed direct debit payment plan can result in overall account credit or debit if the energy usage is different to that expected; and
 - (vii) What options the customer has if they accrue credit (to include how to request payment of their credit (as per Condition 27c) and processes for discussing with the Licensee any debt that has accrued on the account).

Reviewing fixed direct debits

7. The Licensee must conduct a regular review of fixed direct debits to ensure they accurately reflect the customer's actual energy usage. This must occur (i) at least every six months (as a minimum) or (ii) if there is a trigger such as a build-up of excess credit, or (iii) following a customer request.
8. Customers can submit their own meter reads to their Licensee, these must be used by the Licensee to review their fixed direct debits to ensure the value is based on accurate information and not estimated reads.
9. If a Licensee changes a customer's fixed direct debit (e.g. due to a tariff change or a Licensee-initiated review) the customer must receive clear,

informative, and timely communications on the fixed direct debit change, including the Licensee's reason for the change. This communication must be sent by the customer's preferred means of contact. The communication cannot be solely through information on the face of the bill (as per Condition 27b(5)).

10. In addition to the six-month review, Licensees must have controls in place to identify and trigger a review when a customer has excessive credit or debit amounts accrued (further detail on what is deemed excessive is defined under processes for return of customer credit).

11. In this Condition:

Fixed direct debit	means individual customers' energy payments are calculated to spread the cost throughout the year. On a fixed direct debit the customer pays a set amount each month.
Excess Credit	means credit balances above the level the Licensee needs to collect to cover a customer's underpayment over the winter months.
Agents or Subcontractors	means any person directly or indirectly authorised to represent the Licensee in its dealings with customers or other Licensees.

Condition 27c: Processes for the return of customer credit

1. This Condition shall apply where the Licensee supplies, or offers to supply, electricity to Domestic Premises.
2. The Licensee shall (and shall procure that its agents or sub-contractors shall) comply with the obligations set out in this Licence Condition.
3. Customer credit – customers on a fixed direct debit must not have excessive credit on their account and any accrued customer credit must be easily obtained from their Licensee.
 - a) Excessive credit is defined as credit balances above the level the Licensee needs to collect to cover a customer's underpayment over the winter months.
 - b) Any customer in credit can, on request, receive payment of their credit in a timely manner and this must not require multiple contacts by the customer. This must take account of the latest actual meter reads and coverage of an

imminent bill. The payment must be made within a maximum of 28 days (or earlier if practical) from the request being made by the customer.

- c) Excessive customer credits must trigger a review by the Licensee to ensure the customer's fixed direct debit is set at the correct level. If the customer is paying in excess of their usage, the Licensee must either reduce the customer's fixed direct debit or refund the customer's credit (dependent on the customer's preferred option).

4. Where a Domestic Customer terminates the Contract in accordance with its provisions, the Licensee shall return any credit in accordance with licence condition 38(13)b.

5. In this Condition:

Fixed direct debit means individual customers' energy payments are calculated to spread the cost throughout the year. On a fixed direct debit the customer pays a set amount each month.

Excess Credit means credit balances above the level the Licensee needs to collect to cover a customer's underpayment over the winter months.

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

Condition 31a: Code of Practice on Customer Service

1. This Condition shall apply where the Licensee supplies, or offers to supply, electricity to 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 on Customer Service.
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 on Customer Service, as the Authority considers are necessary or expedient.
4. In this Condition:

**Code of Practice on
Customer Service**

means the relevant document of that name, prepared and published from time to time by the Authority, relating to customer service.

**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 customers or other Licensees.

Condition 38: Provision of Information to Customers

Final Bill or Statement

13. Where a Domestic Customer terminates the Contract in accordance with its provisions, the Licensee shall:

(a) send a final bill to the Domestic Customer within six weeks of the Licensee ceasing to provide a supply of electricity to the Domestic Customer; and

(b) use best endeavours to refund any outstanding credit to the Domestic Customer within eight weeks of the Licensee ceasing to provide a supply of Electricity to the Domestic Customer via an appropriate mechanism. **Refer to Condition 27c for processes for the return of fixed direct debit customer credit.**