

NORTHERN IRELAND AUTHORITY FOR UTILITY REGULATION

NOTICE UNDER ARTICLE 14 (2)

OF THE GAS (NORTHERN IRELAND)

ORDER 1996

**MODIFICATIONS PROPOSED TO LICENCES TO SUPPLY GAS
(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 Gas (Northern Ireland) Order 1996 (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 gas granted under Article 8(1)(c) of the Order and each available for examination at this section of the Authority’s website: [Gas Licences | Utility Regulator \(uregni.gov.uk\)](http://www.uregni.gov.uk)

	Licensee	Address
1	SSE Airtricity Gas Supply (NI) Ltd	SSE Airtricity Gas Supply (NI) Ltd 3 rd Floor, Millennium House 17-25 Great Victoria Street Belfast BT2 7AQ
2	Firmus Energy (Supply) Ltd – Ten Towns	firmus energy (Supply) Ltd Units A4 and A5 Kilbegs Business Park Antrim BT41 4LZ
3	firmus energy (Supply) Ltd – Greater Belfast Area	firmus energy (Supply) Ltd Units A4 and A5 Kilbegs Business Park Antrim BT41 4LZ
4	Flogas Enterprise Solutions Limited	Flogas Enterprise Solutions Limited The Mount

		2 Woodstock Link Belfast BT6 8DD
5	Electric Ireland	Electric Ireland Swift Square Northwood Avenue Santry Dublin 9
6	Go Power	Go Power 16 Churchtown Road Cookstown, Co. Tyrone BT80 0XD
7	Flogas Natural Gas Limited	Flogas Natural Gas Limited Knockbrack House Matthews Lane Donore Road Drogheda Co. Louth Ireland
8	Energia	Energia Customer Solutions Limited Energia House 62 Newforge Lane Belfast
9	Power NI Energy Limited	Power NI Energy Limited Woodchester House 50 Newforge Lane Belfast BT9 5NW
10	SSE Airtricity Energy Supply (NI) Ltd	SSE Airtricity Energy Supply (NI) Ltd 3 rd Floor, Millennium House 17-25 Great Victoria Street Belfast BT2 7AQ
11	SSE Energy Supply Limited	SSE Airtricity Energy Supply (NI) Ltd 3 rd Floor, Millennium House 17-25 Great Victoria Street Belfast BT2 7AQ
12	Shell Energy Europe Limited	Shell Centre London SE1 7NA

13	Viridian Energy Limited	Viridian Energy Limited Ashtowngate Navan Road Dublin 15 Ireland
14	Board Gais Energy Ltd	1 Warrington Place Dublin 2 Ireland
15	AES Ballylumford Limited	AES Ballylumford Limited Ballylumford Islandmagee Larne, Co Antrim BT40 3RS
16	British Gas Trading Limited	British Gas Trading Limited c/o Centrica Energy Millstream East Maidenhead Road Windsor Berkshire SL4 5GD
17	Coolkeeragh ESB Limited	Coolkeeragh ESB Ltd Stephen Court 18/21 St Stephens Green Dublin 2
18	ElectroRoute Energy Trading Limited	Power NI Energy Limited Unit 2 Forestgrove Business Park Newtownbreda Road Belfast BT8 6AW
19	ESB Gas Supply Licence	ElectroRoute Energy Trading Limited 1 st Floor Marconi House Digges Lane Dublin 2
20	EP NI Energy Limited	ESB Head Office 27 Lr Fitzwilliam St, Dublin 2, Ireland
21	EP Commodities	EP NI Energy Limited Kilroot Power Station, Larne Road, Carrickfergus,

		Co. Antrim, United Kingdom, BT38 7LX
22	Ceres Energy Limited	Ceres Energy The Old Grammar School, Hallgate, Hexham, England, NE46 1XD

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 2 – 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.

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

Dated this 26 day of November 2024

A handwritten signature in black ink, appearing to read 'J. French', written in a cursive style.

John French
Chief Executive
For and on behalf of the Authority

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

Schedule 1

Condition 2.11a: Code of Practice on Customer Service

1. This Condition shall apply where the Licensee supplies, or offers to supply, gas 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 2.18: Terms and Conditions of Gas Supply Contracts

2.18.14 The Licensee shall ensure that its standard terms and conditions provide domestic consumers 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 2.18a for the processes for setting fixed direct debits; and

(c) in advance through a prepayment meter.

Condition 2.18a: Processes for setting fixed direct debits

1. This Condition shall apply where the Licensee supplies, or offers to supply, gas 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 2.18b) 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 2.18a(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 2.18b: Processes for the return of customer credit

1. This Condition shall apply where the Licensee supplies, or offers to supply, gas 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 credit 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 2.19.13b.
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 2.19: Provision of Information to Consumers

Final Bill or Statement

2.19.13. Where a domestic consumer terminates the Contract in accordance with its provisions, the Licensee shall:

- (a) send a final bill to the domestic consumer within six weeks of the Licensee ceasing to provide a supply of gas to the domestic consumer; and
- (b) use best endeavours to refund any outstanding credit to the domestic consumer within eight weeks of the Licensee ceasing to provide a supply of gas to the domestic consumer via an appropriate mechanism. **Refer to Condition 2.18b for processes for the return of fixed direct debit customer credit.**