

# THE NORTHERN IRELAND AUTHORITY FOR UTILITY REGULATION

## NOTICE UNDER ARTICLE 14(8)

### OF THE ELECTRICITY (NORTHERN IRELAND)

#### ORDER 1992

#### MODIFICATIONS TO LICENCES TO SUPPLY ELECTRICITY

In accordance with Article 14(2) of the Electricity (Northern Ireland) Order 1992 (as amended) (“the **Order**”) the Northern Ireland Authority for Utility Regulation (“the **Authority**”) published a notice (“the **Consultation Notice**”) of its intentions to modify the licences to supply electricity (granted under Article 10(1)(c) of the Order) as detailed in Schedule 1 of this notice (“**Schedule 1**”).

In accordance with Article 14(5) of the 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 Order.

In accordance with Article 14(8) of the 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 Licence Modifications for Setting Direct Debits, Return of Customer Credit and a New Code of Practice on Customer Service for Domestic Energy Suppliers Paper dated 27 February 2025 (“the **Notice and Decision Paper**”).
2. The actual text of the modifications is as set out in schedule 2 to this 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 strike-through.
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 in 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 in section 3 of the Notice and Decision Paper.
8. The Authority has, in accordance with Article 14(8)(a) of the Order, sent a copy of this notice to the Licensee, the Department for the Economy (DfE) and also to the General Consumer Council for Northern Ireland.
9. The modifications shall take effect on 24 April 2025.
10. A copy of the 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](mailto:Rebecca.Bloomfield@uregni.gov.uk) copied to  
[Samantha.Hopkins@uregni.gov.uk](mailto:Samantha.Hopkins@uregni.gov.uk)

Dated this 27 day of February 2025



**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

## Schedule 1

### The Supply Licences

	<b>Licensee</b>	<b>Address</b>
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
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 <sup>st</sup> 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
7	ElectroRoute Energy	ElectroRoute Energy Supply NI Ltd 1 <sup>st</sup> 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 <sup>th</sup> & 7 <sup>th</sup> 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	Orstead Onshore Green Energy NI Limited	Orstead Onshore Green Energy NI Limited 42-46 Fountain Street Belfast BT1 5EF
15	Power NI (NIE Energy Ltd)	Power NI Woodchester House 50 Newforge Lane BT9 5NW
16	Share Energy Trading Ltd	Share Energy Trading Ltd 37 Dargan Road Fortwilliam Business Park Belfast BT3 9LZ

17	SSE Airtricity Energy Supply Ltd	SSE Airtricity Energy Supply (NI) Ltd. 3 <sup>rd</sup> 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

## Schedule 2

### Licence modifications for electricity supply licences as set out in section 3 of the Notice and Decision Paper.

#### **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 Condition 27c: Processes for the return of customer credit).

11. In this Condition:

<b>Fixed direct debit</b>	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.
<b>Excess Credit</b>	means credit balances above the level the Licensee needs to collect to cover a customer's underpayment over the winter months.
<b>Agents or Subcontractors</b>	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 (depending 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.**