

SCHEDULE 5

Conditions to which the exemptions from Article 8(1)(c) of the Electricity Order are subject

Customer contracts

4.—(1) Where a supply exemption holder enters into a contract with a household customer for the supply of electricity it must provide the customer with a copy of the contract.

(2) The contract must specify—

- (a) the identity and address of the supply exemption holder;
- (b) the services provided, including any maintenance services provided;
- (c) any service quality levels that are to be met;
- (d) if a connection is required, when that connection will take place;
- (e) the means by which up-to-date information may be obtained about—
 - (i) any applicable tariffs, the unit rate, in terms expressed as “pence per kWh”, maintenance charges and any other applicable standing charges; and
 - (ii) the supply exemption holder’s terms and conditions;
- (f) the duration of the contract;
- (g) any conditions for renewal of the contract;
- (h) any conditions for termination of the contract or of any services provided under it and any right of the customer to terminate the contract where the supply exemption holder proposes a variation to the terms and conditions of the contract and the customer does not wish to accept such new terms and conditions;
- (i) any charges for early termination of the contract;
- (j) any compensation and refund arrangements which apply if any service quality levels specified in the contract are not met, including any arrangements which apply in the event of inaccurate or delayed billing;
- (k) the methods of dispute resolution available to the customer in the event of a dispute with the supply exemption holder, including how such dispute resolution procedures can be initiated; and
- (l) where further information on the customer’s rights as a consumer of electricity can be found.

(3) If a supply exemption holder intends to increase the applicable tariffs or charges payable under a contract with a household customer it must inform that customer of the change and of any applicable termination rights at least 15 working days in advance of the date the variation is due to take effect.

(4) If a supply exemption holder intends to change any of the main contractual conditions of a contract with a household customer it must inform that customer of the change and of any applicable termination rights at least 15 working days in advance of the date the change is due to take effect.

(5) Any charge made under the contract for offering a particular payment method, including any charge for use of a pre-payment meter, must reflect the cost to the supply exemption holder of making that payment method available.

(6) A supply exemption holder must not treat a household customer or group of household customers differently without good reason when offering different payment methods to customers.

(7) In this paragraph, “main contractual conditions” means any conditions of the contract which relate to a matter mentioned in any of paragraphs (b), (c) and (f) to (j) of sub-paragraph (2).

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(8) A supply exemption holder must provide a household customer with a choice of payment methods, including as a minimum making payment in arrears (at such frequency as is set out in the terms and conditions), by direct debit (at such frequency as is set out in the terms and conditions) and in advance through a pre-payment meter.

(9) Where the supply exemption holder enters into a contract with a household customer that has a fixed term contract, the supply exemption holder shall, by way of sending a notice at least 15 working days but no more than 30 working days before the expiry date of the fixed term, notify the household customer of the expiry date of the fixed term period, the name and unit rate, expressed as “pence per kWh”, of the tariff that will apply under the contract following the expiry date of the fixed term period.