

Industrial and Commercial Code of Practice

Version 3.0 February 2019

Table of Contents

1. DEFINITIONS.....	3
2. SCOPE OF THE CODE OF PRACTICE	7
3. CONDITIONS PRECEDENT	7
4. DURATION	8
5. PARTIES	8
6. CODE OF PRACTICE OBJECTIVES	9
7. CHANGE CONTROL	9
8. DISPUTES	10
9. BREACH, DEFAULT AND REMEDY	11
10. DEROGATIONS	11
11. SECRETARIAT	12
12. PROVISION OF TENDER INFORMATION	12
13. DUPLICATE CONTRACTS.....	13
14. SUPPLY POINT CONFIRMATION	13
15. OBJECTION PROCESS	14
16. COMMUNICATION BETWEEN SUPPLIERS / SHIPPERS.....	14
17. CONSUMER FINAL BILLING AND CREDIT ARRANGEMENTS	15
18. TRANSFER METER READINGS	16
19. INTER SHIPPER DISPUTES.....	18
20. CONTRACT OVERRUNS	20
21. TRANSFER OF METER DATA.....	20
Appendix 1 – Application Form	22
Appendix 2 - Schedule 1 - Inter-Shipper/Supplier Prices for Product 1 and 2 Sites	23
Appendix 3 - Schedule 2 - Inter-Shipper/Supplier Prices for Product 3 and 4 Sites	25
Appendix 4 – Signatory List.....	27

Version Control

Incorporating the changes set out in the following table:

Version	Reason for Change	Affected Sections	Effective Date
5.4	Removal of references to Gas Forum	Whole document	July 2016
6.0	Full review by ElectraLink	Whole document	January 2018

Part One Preliminary

1. DEFINITIONS

The following definitions are particularly relevant for this Code of Practice and will be helpful in understanding its content fully:

“Annual Quantity (AQ)”	As defined in the UNC.
“Automated Meter Reading Service Provider Code of Practice (ASPCoP)”	Means the Code of Practice that defines the operations, standards and methods by which metered gas consumption data is read and supplied to Consumers, energy Suppliers or others.
“Authority”	Means the Gas and Electricity Markets Authority established by Section 1(1) of the Utilities Act 2000.
“Automated Meter Reading (AMR)”	Means the technology used in utility meters for collecting the data that's needed for billing purposes.
“Central Data Services Provider (CDSP)”	Means the person for the time being appointed by the Gas Transporters, pursuant to Gas Transporter Standard Special Licence Condition A15A..
“Contract”	Means an agreement between two or more parties. This could be a letter of intent, memorandum of understanding or a signed gas supply agreement. The exact definition of terms will be as agreed by the parties concerned.
“Contract Overrun”	Means any period beyond the relevant Contract end date where Supplier A is still obligated to supply under the terms of its Shipper’s Transportation Agreement in respect of the (relevant) supply point.
“Consumer”	Means any non-domestic customersupplied or requiring to be supplied with gas at any premises by a Supplier. See also

“Cut Off Date”	The Cut Off Date shall be in accordance with the Cut-Off Date currently applied in the UNC. The Cut-Off Date is 1st April which limits the retrospective reconciliation of invoices and is incremented each formula year. The billing position for any date prior to this Cut Off Date is considered to be crystallised; any error that is subsequently discovered will not be reconciled through the CDSP. The current cut off date is set at 3 – 4 years.
“Deemed Contract Clause”	Means a clause in a Supplier Contract with its Consumer, setting out the deemed rates that will apply during a Contract Overrun period.
“Erroneous Transfer (ET)”	Means an incorrect transfer of a supply point to a Supplier without a valid Contract being in place.
“Gas Act Owners”	Person or organisation responsible for making sure the meter complies with all parts of the Gas Act. In particular, that the meter is of the right type and design and is kept in proper working order. The Gas Act Owner is the consumer unless the Gas Transporter or Supplier owns the meter.
“Gas Suppliers Licence”	Means a licence to supply gas granted by the Authority.
“Gas Transportation Database”	Means the database of information (including supply points) held by each holder of a Gas Transporters Licence.
“Gas Transporter (GT)”	Means the holder of a licence to operate a system to convey gas granted under Section 7 paragraph 4 of the Gas Act 1986 as amended.
“Gas Transporters Licence”	Means a licence to operate a system to convey gas granted by the Authority.
“Industrial and Commercial Shippers and Suppliers (ICoSS) Group”	Means the trade body created in 2009 to provide independent Shippers and Suppliers who supply non domestic consumers a forum for discussing regulatory and legislative changes in the gas and electricity retail markets.
“ICoSS Executive”	Means the Executive Committee of ICoSS Ltd (as defined in the articles of association), responsible for managing the group’s activities and appointing the Secretariat.
“iGT Uniform Network Code (iGT UNC)”	Means the document that defines the rights and responsibilities for users of the relevant iGT gas transportation systems.

“Independent Gas Transporter (iGT)”	Means the holder of a licence to operate an IGT System as defined in the UNC.
“I&C Code of Practice”	Means this Industrial and Commercial Code of Practice and the Schedules, Annexes and Appendices thereto.
“Inter Shipper Dispute (ISD)”	Means the mechanism used between Suppliers and Shippers for resolving settlement errors in the transfer of supply points.
“Late Transfers”	Means the failure to transfer registration of the supply point from Shipper A to Shipper B by the agreed transfer date.
“kWh”	Means Kilowatt Hours calculated as metered volume x calorific value/3.6.
“Meter Asset Manager”	Means a person (or a class or description of persons) that possesses (or employs persons possessing) the expertise satisfactorily to design, install, commission, inspect, repair, alter, reposition, remove, renew and maintain the whole or part of a meter installation.
“Meter Asset Provider”	Means the party responsible for the ongoing provision of a meter installation at a meter point. This could be the meter title owner of the meter, or a third party with whom the MAM contracts for the provision of a meter. Where the meter title owner is not directly involved in the Gas Act ownership of the meter, the Meter Asset Provider needs to be identified so that the incoming MAM can make appropriate contractual arrangements for the ongoing provision of the metering equipment in situ at the meter point.
“Meter Point Reference Number (MPRN)”	Means the unique identifier for each gas meter point.
“Meter Reading Agent”	Means the agent employed by the Supplier to read their Consumer's meters and transmit the meter readings back to the Shipper/Supplier.
“National Balancing Point (NBP)”	Means the virtual trading location for the sale and purchase of UK natural gas.
Non Domestic Supply”	Means a supply of gas to a consumer taken wholly or mainly for non-domestic purposes (as such term is used in the Gas Suppliers Standard Licence Conditions issued pursuant to the Utilities Act 2000).
“Party”	Means a signatory to this Code of Practice.
“Request for Adjustment (RFA)”	Means the alternative method used to amend the transfer read where the standard replacement read is rejected.

“Retail Gas Metering Arrangements Baseline”	Means the documents that comprise the RGMA Baseline SPAA Product which includes the Online RGMA Data Flow Catalogue.
“Shipper”	Means the holder of a licence given under Section 7A(2) of the Gas Act 1986 as amended.
“Secretariat”	Means the person, or person, from time to time appointed to assist the ICOSS Board in the proper performance of its or their duties and responsibilities.
“Shipper A”	Means the Shipper registered with the Central Data Service Provider as the holder of the gas Transportation Agreement.
“Shipper B”	Means the incoming Shipper intending to confirm the supply point with the Central Data Service Provider on behalf of Supplier B.
“Shipper Agreed Read (SAR)”	Means an amended transfer meter reading mutually agreed by both Supplier A and Supplier B.
“Supplier”	Means the holder of a licence to supply gas given under Section 7A(1) of the Gas Act 1986 as amended, or a person excepted from the requirement to hold a licence by virtue of paragraph 5 of Schedule 2A of the Gas Act.
“Supplier A”	Means the Supplier currently providing gas to the relevant Consumer.
“Supplier B”	Means the incoming Supplier intending to provide gas to the relevant Consumer.
“Supply Point Administration Agreement (SPAA)”	Means the document that defines the inter-operational arrangements between gas Suppliers and Gas Transporters in the UK retail market.
“Supply Point Ratchet”	As defined in the UNC.
“System Average Price (SAP)”	Means the price in pence/kWh calculated as the sum of all market transaction charges divided by the sum of the trade nomination quantities for all market transactions effected in respect of that day.
“Transportation Agreement”	Means the agreement that exists between the Shipper and the Gas Transporter to convey gas through pipes to the relevant premises.

“Uniform Network Code (UNC)”	Means the document that defines the rights and responsibilities for users of gas transportation systems. The UNC is provided by Gas Transporters pursuant to Condition 9 of the Gas Transporters Licence.
“Working Days”	Means any day other than a Saturday, a Sunday, Christmas Day, Good Friday or a day which is a bank holiday within the meaning of the Banking and Financial Dealings Act 1971.

2. SCOPE OF THE CODE OF PRACTICE

- 2.1 The I&C Code of Practice was established to cover issues where there is a need for a common approach by Suppliers and Shippers to the I&C gas market. It is based upon current versions of the Uniform Network Code, iGT Uniform Network Code, SPAA and the various licences, in particular the Standard Conditions of the Gas Suppliers' and Gas Shippers' Licences.
- 2.2 The aim of the Code of Practice is to address Supplier to Supplier, Supplier to Shipper, and Shipper to Shipper issues within the I&C gas market. The Code of Practice does not seek to impose standards of customer service, stifle creativity or undermine competition, but to achieve consistency across core processes and in particular to enable the seamless transfer of supply points.
- 2.3 The detailed relationships between gas Suppliers, gas Shippers, GTs and iGTs are covered in Contracts between those parties and, therefore are not covered by this Code of Practice.
- 2.4 The Code of Practice does not attempt to intercede in, or impose upon any contractual arrangements between Suppliers and Shippers. Should a Supplier's Shipper not be a signatory to the Code of Practice, it remains wholly the responsibility of the Supplier to ensure that commercial arrangements with their Shippers are such that they are able to comply fully with and support the relevant contents of the Code of Practice.
- 2.5 Similarly, should a Shipper act on behalf of a Supplier that is not a signatory to the Code of Practice, it remains wholly the responsibility of the Shipper to ensure that commercial arrangements with their Supplier are such that they are able to comply with and support the relevant sections of the Code of Practice.

3. CONDITIONS PRECEDENT

- 3.1 It is essential that all Suppliers and Shippers in the I&C gas market act in a responsible manner to protect the interests of Consumers. Consumers should also

benefit greatly from Suppliers and Shippers adopting a consistent approach to the issues covered by the Code of Practice and thus minimise potential areas of Consumer detriment. The Code of Practice has been developed to encourage all Suppliers and Shippers to act in a fair and consistent manner with regard to the issues it covers.

- 3.2 There is no legal vehicle, under the Gas Act 1986 and its associated legislation, to oblige Suppliers and Shippers to adhere to the Code of Practice, and as such the Code is not legally binding. However, all Suppliers and Shippers who become signatories to the Code of Practice are required to comply with the requirements. Failure to comply may attract adverse publicity and / or pressures from the ICoSS Group, Ofgem, Consumer Groups and Consumers.
- 3.3 The Code of Practice should be read in conjunction with the UNC and iGT UNC which define the rights and responsibilities for users of the transportation system; and the SPAA, which sets out obligations on SPAA Parties in relation to the supply point administration. Requirements within the UNC, iGT UNC and SPAA shall, where relevant, take precedence over any conflicting provisions within this Code of Practice). For the avoidance of doubt only certain sections of the SPAA are mandatory for non domestic Suppliers.

4. DURATION

- 4.1 This Code of Practice shall remain in effect in respect of a Party until such Party voluntarily withdraws from the Code of Practice in accordance with paragraph 4.2 or is required to withdraw in accordance with paragraph 9.3.
- 4.2 A Supplier or Shipper shall cease to be a Party to this Code of Practice upon giving the Secretariat 30 Working Days' written notice of its intention to cease to be a Party where it has paid all charges and/or met all funding requirements for which it is or will become liable under the terms of this Code of Practice, or where:
 - 4.2.1 it is no longer registered for any supply points on any Gas Transportation Database; and
 - 4.2.2 it no longer holds a Gas Suppliers Licence or Gas Shippers Licence.
- 4.3 A Party shall cease to be a relevant party to this Code of Practice with immediate effect if its Gas Suppliers Licence and / or Gas Shippers Licence is revoked or is not granted.

5. PARTIES

- 5.1 Parties may become signatories to this Code of Practice at any time, subject to the Party holding a relevant non domestic Gas Suppliers Licence or Gas Shippers Licence,

or being in the process of application for a Gas Suppliers Licence or Gas Shippers Licence.

- 5.2 A Party wishing to be admitted shall apply to the Secretariat for admission using the application form included in Appendix 1. The Party shall self-certify in the form that its systems and processes are fit for purpose such that on becoming a Party it will be able to fully comply with all the relevant requirements within the Code of Practice. The Secretariat shall confirm that the Party has acceded to the Code of Practice within 25 Working Days of receipt of the application, following consideration by the ICoSS Group.
- 5.3 The Secretariat will keep a register of all Parties, which will include contact details for resolving management and operational issues.

Part Two Governance

6. CODE OF PRACTICE OBJECTIVES

6.1 The objectives of the Code of Practice are:

- a) To address supply point transfer issues in the I&C gas market to facilitate a smooth and seamless transfer through the supply point transfer process where no express provision is made in the SPAA if relevant, UNC, iGT UNC, Gas Act and Licence conditions.
- b) To improve communication and co-operation between Supplier A (existing Supplier), Supplier B (new Supplier) and their respective Shippers to prevent issues occurring, and to resolve issues in a timely manner.
- c) To ensure Consumers are treated fairly.
- d) To facilitate the transfer of data between parties to ensure the relevant Gas Transporters Database is updated in a timely manner with accurate data e.g. following supply point transfer, change of MAM and work on meter installations which impacts the relevant metering data.

7. CHANGE CONTROL

- 7.1 Parties can request changes to the Code of Practice at any time by sending a written request to the Secretariat (a Change Proposal).
- 7.2 Each Change Proposal shall include:
 - 7.2.1 Details of the issue that the Change Proposal is seeking to resolve;
 - 7.2.2 Details of the proposed solution, including revised Code of Practice drafting; and

7.2.3 Details of any specific timescales, within which the Change Proposal should be implemented.

- 7.3 Within 5 Working Days of receipt, the Secretariat will notify all Parties that the Change Proposal has been raised. This notification will include timescales (not being less than 10 Working Days from the date on which notice is provided) within which Parties may make representations or objections in relation to the proposed change.
- 7.4 The Secretariat will include the Change Proposal on the agenda for the next available ICoSS Group meeting, following the closing date for the receipt of representations. At this meeting, the ICoSS Group will determine whether to approve the Change Proposal, based on the consensus of those attending the meeting. If required the matter may be put to a vote on the request of any Party in attendance with a simple majority of attendees at the meeting determining the outcome.
- 7.5 Where the ICoSS Group do not believe that there is sufficient information to make a decision, they may request that the proposer provides further details, or they may establish a working group to consider the Change Proposal and further define the solution. Where further details are provided, the Secretariat will repeat the steps set out in paragraphs 7.3 and 7.4 until the ICoSS Group are able to make a decision.
- 7.6 Where a Change Proposal is issued to a working group for further consideration, the ICoSS Group will determine the terms of reference for the working group, which will include expected timescales.
- 7.7 Following a decision made in accordance with 7.4 the Secretariat will communicate the outcome within 2 Working Days of the decision being made. The communication will also confirm the details of the change and the date of implementation for the change.

Review

- 7.8 The ICoSS Group may initiate a wider review of the Code of Practice to ensure it incorporates any significant changes to the UK gas market. Where this review results in recommendations to amend the provisions within the Code of Practice, details of proposed amendments will be provided to the Secretariat for notification to all Parties, in accordance with paragraph 7.3.

8. DISPUTES

- 8.1 Save where expressly stated in this Code of Practice to the contrary, for example, in the case of Inter Shipper Disputes, any dispute shall be resolved according to the provisions of this Section 8.
- 8.2 Where a Party (the Disputing Party) has concerns regarding non-compliance with the

Code of Practice by any other Party, then they shall initially raise their concerns, with the other Party's representative with whom their concern relates. It is envisaged that the majority of these issues will be resolved at this early stage.

- 8.3 If the issues cannot be resolved with the operational contact, the matter shall be escalated to the relevant contact under this Code of Practice.

Arbitration

- 8.4 If the Parties are not able to resolve the dispute through bilateral discussions, either Party may request that the Secretariat refers to dispute to arbitration before an arbitral tribunal composed of a single arbitrator pursuant to the rules of the London Court of International Arbitration. The costs of the arbitration process will be payable by the Parties involved in the dispute.
- 8.5 Whatever the nationality residence or domicile of any disputing Party and wherever the dispute or any part thereof arose, the laws of England and Wales shall be the proper law of any reference to arbitration hereunder and in particular (but not so as to derogate from the generality of the foregoing) the seat of any such arbitration shall be London and the provisions of the Arbitration Act 1996 shall apply to any such arbitration wherever the same or any part of it shall be conducted.

9. BREACH, DEFAULT AND REMEDY

- 9.1 Complaints received from Consumers or other industry parties via the ICoSS Group or the Secretariat, which highlight potential non-compliance with the terms of the Code of Practice will be logged by the Secretariat and passed to the relevant Party(s).
- 9.2 The Secretariat will agree a remedial action plan with the relevant Party(s) and monitor compliance with the remedial action plan, until the non-compliance is resolved.
- 9.3 Where the Secretariat and Party(s) cannot agree a remedial action plan, or where the Party fails to comply with the action plan, then the non-compliance will be escalated to the ICoSS Executive for determination on what further action to take.
- 9.4 The ICoSS Executive will consider the evidence provided and shall have the right to take whatever action they see fit including but not limited to expulsion of the Party from the Code of Practice. For the avoidance of doubt if the matter under consideration relates to a Party who is also part of the ICoSS Executive then they shall be excluded from acting as part of the ICoSS Executive in relation to this matter.

10. DEROGATIONS

- 10.1 The ICoSS Executive may grant a derogation to any Party or Parties in relation to any obligation contained in this Code of Practice, which may be subject to conditions and

shall specify the term, scope and application of such derogation, and may amend or retract any such derogation, or any such conditions relating thereto, from time to time as it sees fit.

- 10.2 A Party may, apply to the ICoSS Executive for a derogation by sending a request to the Secretariat. A notice of the derogation request shall be provided to all Parties, unless the ICoSS Executive seem the derogation to be confidential, stating:
 - 10.2.1 that the application for derogation has been made, setting out the terms of the derogation sought, and the identity of the Party making the application; and
 - 10.2.2 the time (not being less than 10 Working Days from the date on which notice is provided) within which Parties may make representations or objections with respect to the derogation which has been applied for.
- 10.3 If any Parties make representations or objections with respect to the derogation that has been applied for to the Secretariat, the Secretariat shall provide such representations and objections to the ICoSS Executive before a decision is made on whether the derogation should be granted.
- 10.4 Where a Party is granted a derogation, that Party shall be excused from complying with the obligations specified in the terms of that derogation, and shall be deemed not to be in breach of this Code of Practice for failing to comply with the relevant obligations for the term of the derogation, but shall be required to comply with any modified obligations which are specified as a condition of the derogation.

11. SECRETARIAT

- 11.1 The ICoSS Executive may from time to time appoint and remove, or make arrangements for the appointment and removal of, any such person as the ICoSS Executive requires to assist it in the proper performance of its duties and responsibilities with such terms and conditions as the ICoSS Executive sees fit (any such person or persons to be known as the "**Secretariat**").
- 11.2 The relevant Secretariat shall undertake such administrative duties and responsibilities and exercise such powers as the ICoSS Executive may from time to time assign to them.

Part Three Operational Requirements

12. PROVISION OF TENDER INFORMATION

- 12.1 At the Consumers request, Supplier A shall provide (without prejudice) the following information to the Consumer:

12.1.1 MPRN;

12.1.2 Address with postcode;

12.1.3 Formula Annual Quantity (AQ); and

12.1.4 Formula and Rolling Maximum Daily Quantity and Maximum Hourly Quantity (SOQ, SHQ)

for all relevant supply points.

12.2 Following the Consumer request, the Supplier shall inform the Consumer of the timescales within which the information shall be provided, ensuring that the information shall be provided within a reasonable timeframe.

12.3 The information to be provided will be the relevant GT data as held by the CDSP.

12.4 It is recommended for Class 1 and 2 (daily-metered supply points) that, where possible, Supplier B will, via its Shipper, validate the information provided by the Consumer with the GT prior to nomination.

12.5 For the avoidance of doubt, this information shall still be provided if Supplier A has started site works and is not going to supply gas to the site.

13. **DUPLICATE CONTRACTS**

13.1 Consumers shall be advised to only sign Contracts for the supply of gas on a consecutive, not concurrent basis.

13.2 The Consumer shall be advised of their responsibility to terminate their supply agreement in accordance with the terms of that agreement. Supplier A should accept or reject the Consumers notice to terminate.

13.3 If the Consumer has entered into two supply agreements for the same meter point(s) notwithstanding allocation agreements or sub-deduct meters, all parties should seek clarification and apply reasonable endeavours to resolve the issue to the satisfaction of all parties.

14. **SUPPLY POINT CONFIRMATION**

14.1 Once Supplier B (new Supplier) has a valid Contract with the Consumer, Supplier B should request its Shipper to execute a supply point confirmation as soon as reasonably practicable and in accordance with the UNC or iGT UNC.

14.2 When responding to a tender, Supplier B shall indicate to the Consumer the minimum notice required to complete the transfer of the supply points.

14.3 To prevent possible delays, Supplier A (current Supplier) should not request its

Shipper to amend supply point details (including, but not limited to – supply type change, supply category change or supply configuration change) with the CDSP where the effective date of the amendment occurs within the last calendar month of Supplier A's Contract. Exceptions to this will be where:

14.3.1 Supplier A has been so directed by the Consumer; or

14.3.2 Supplier A has received formal notice of Contract renewal from the Consumer; or

14.3.3 Where requested by Supplier B to facilitate a smooth transfer.

14.4 Upon Shipper B becoming the registered user of the supply point, Supplier B shall, via its Shipper, resolve any identified outstanding supply point inaccuracies, in accordance with the CDSP procedures.

15. OBJECTION PROCESS

15.1 Should Supplier B (via its Shipper) receive an objection to its confirmation, Supplier B shall contact the Consumer advising them of the objection and suggest that the Consumer contacts Supplier A. Supplier A (via its Shipper) and Supplier B (via its Shipper) shall work together to resolve the objection.

15.2 When objecting, Supplier A shall where practicable instruct its Shipper to use the text field in the objections file to provide Supplier B with a contact name and phone number for Supplier A.

15.3 All Suppliers shall register, via their Shippers, any necessary objections at the earliest opportunity in order to allow sufficient time to resolve and / or withdraw these objections within the time period set out in the UNC i.e. prior to the confirmation lapsing.

15.4 Supplier A shall use reasonable endeavours, via its Shipper, to agree to object to a confirmation on behalf of Supplier B in either of the following circumstances:

15.4.1 where the confirmation on behalf of Supplier B has taken place in error for whatever reason; or,

15.4.2 where Supplier B has agreed with the Consumer to cancel the Contract and where Supplier A has agreed contractual terms with the Consumer for continuing supply subject to the appropriate window for objections being open at that time.

16. COMMUNICATION BETWEEN SUPPLIERS / SHIPPERS

16.1 It is recognised that, despite all reasonable endeavours it is likely that there will be some supply point transfers which will require direct communication between Supplier / Shipper A and Supplier / Shipper B. Likely reasons for this may include

instances of inaccurate data, duplicate Contracts, Erroneous Transfers, site works and meter readings.

- 16.2 It is essential that there is a mechanism that assists the resolution of such matters in a timely and efficient manner in order for the Consumer to achieve a seamless transfer. Therefore, Supplier B (new Supplier) will communicate with Supplier A (current Supplier) at the earliest possible opportunity (where appropriate), using the contact details held by the Secretariat, and the Consumer in cases where a seamless transition may not be achievable. In the event Supplier B has not approached Supplier A, Supplier A (where appropriate) will initiate communication with Supplier B.

17. CONSUMER FINAL BILLING AND CREDIT ARRANGEMENTS

- 17.1 All Suppliers shall take reasonable steps to ensure that they produce their Consumers' final accounts in a timely fashion and do not continue to bill the Consumer for any gas consumed after the relevant Transportation Agreement has expired. The Consumer shall be informed in writing that the relevant account has been finalised at the earliest possible opportunity.
- 17.2 The Supplier who is producing the closing account is dependent on the closing meter reading being provided to them via their Shipper and the CDSP. Where the opening or closing meter reading provided by the CDSP is determined to be erroneous, Suppliers will instruct their Shipper to use Shipper Agreed Read and the read replacement functionality to correct the issue and resolve any settlement discrepancy in accordance with the process in Section 18.
- 17.3 To ensure a consistent approach for dealing with scenarios where there is a credit balance remaining on a Consumer account the Supplier shall meet the following requirements:
- a) ensure their website includes a simple, clear and prominent description of their refund policy and any steps a Consumer may need to take to request a refund where this approach is needed.
 - b) make clear on their websites that when a Consumer moves premises they should take final meter reading(s) and send them to their Supplier plus a forwarding address. Where a Supplier is notified that a Consumer is leaving a premise they will ask for the final meter reading(s) and for a forwarding address.
 - c) ensure that when the Supplier sends a final bill/statement or other final communication to a Consumer, it will make clear (on or with that final communication) if there is, or might be, a credit balance on the account, and what (if anything) the Consumer needs to do to receive any credit, e.g. provide an

actual meter reading and/or a forwarding address on a change of tenancy.

- d) where the Supplier is reasonably satisfied that it holds the correct information, it shall refund credit balances (based on a final actual meter reading). Where the Consumer requests it, and the credit balance is genuine, the Supplier shall transfer the credit balance to another account of that Consumer.
- e) once the Supplier has the full and correct details, refunds of genuine credit balances shall be issued to Consumers within 28 days of the final bill and the funds clearing, or as soon as reasonably practicable.
- f) to help ensure refunds are made in a timely manner to former Consumers, on a change of Supplier, the losing Supplier shall treat the agreed meter reading provided by the new Supplier as part of the switching process as a final actual meter reading, subject to any disputed reads first being resolved.
- g) where an old credit balance is identified and the Consumers' identity can be verified, the credit will be transferred to the Consumer's live account or will be refunded directly.
- h) Suppliers will explore how, where a first attempt to refund a credit balance is unsuccessful (e.g. they have a former Consumer's actual address, but have not been provided with sufficient information to issue a credit refund), they could proactively follow up in a meaningful way any credit balances of a proportionate amount.
- i) Suppliers will consider any reasonable valid historic claim to a genuine credit balance from a former Consumer.

18. TRANSFER METER READINGS

- 18.1 Although the UNC includes obligations on Shipper B (new Shipper) to obtain opening meter readings for all transferring supply points (including Meter Reading Agent reads and Customer reads), it is acknowledged that this is not always possible. In the absence of an acceptable actual transfer meter reading, the CDSP shall provide an estimate to both Shippers, based on previously submitted actual meter readings. Where Shipper A (current Shipper) has not provided regular meter readings, these estimates could potentially be materially out of line with actual consumption.
- 18.2 Shippers must make every reasonable effort to obtain and submit to the CDSP frequent meter readings for all their registered supply points.

Shipper Agreed Read (SAR) Process

- 18.3 Where an actual transfer meter reading is obtained, but it is identified that this meter reading is erroneous, then Shipper A (current Shipper) and Shipper B (new Shipper) shall agree an alternative transfer meter reading. Once agreed, this meter

reading shall replace the erroneous meter reading using the read replacement rules set out in the UNC.

- 18.4 Where it is identified by either Shipper A or Shipper B that the transfer meter reading is erroneous, both Shippers shall use all available means to produce a more accurate meter reading, this can be by contacting the other Shipper involved and/or obtaining additional meter readings from their relevant agent or the Consumer. The initiating Shipper (this could be either Shipper A or Shipper B) will then fill out the SAR proforma and send to the other Shipper via email, or other mutually agreed mechanism.
- 18.5 The receiving Shipper shall check all details and respond within 5 Working Days, either accepting the suggested new transfer meter reading or proposing an alternative meter reading (with supporting information, such as additional meter readings).
- 18.6 The receiving Shipper shall indicate acceptance of the SAR on the form and return to the initiating Shipper. Shipper B (new Shipper) shall then submit a read replacement request via the relevant file flow, to the CDSP.

Read Replacement

- 18.7 Once the Shippers have agreed the transfer meter reading, this will be submitted to the CDSP by Shipper B (new Shipper). On receipt, the CDSP will check this meter reading against the agreed rules and tolerances set out in the UNC. Should this meter reading be accepted, the new meter reading shall replace the estimated transfer meter reading and transportation charging for each Shipper will be corrected.
- 18.8 Should this read be rejected, both Shippers shall consider their best course of action. The possible courses of actions are as listed below:
 - 18.8.1 Replacement of historical incorrect reads in Shipper A ownership by Shipper A. On some occasions it would be required for the Shipper/s in ownership prior to Shipper A to also replace reads in their ownership. It is Shippers A's responsibility to contact a Shipper prior to their ownership. The reads should be replaced by the relevant file flow within 10 Working Days and any rejections of replacement reads should be communicated by Shipper A to Shipper B.
 - 18.8.2 Submission of RFA query by Shipper B asking CDSP to amend the transfer read to reflect the SAR. Shipper B should inform Shipper A that they are submitting the RFA so that Shipper A can submit a complimentary RFA. Please note CDSP would normally reject Shipper A's RFA if Shipper B have not submitted one.
 - 18.8.3 If it is not possible to replace the meter reading and the RFA queries have been

rejected by CDSP then the Inter Shipper Dispute process will be followed for reconciliation of transportation charges.

18.9 Read replacement should be performed for any SAR, regardless of AQ.

19. INTER SHIPPER DISPUTES

19.1 It is recognised that even with improved communications and Consumer information principles set in this Code of Practice, in some cases there may still be delays to the transfer of supply points or the Erroneous Transfer of supply points. There are also cases where read replacement following SAR agreement fails with CDSP. In these instances, a procedure known as an Inter-Shipper Dispute (ISD) process shall be utilised, subject to the conditions laid out below.

19.2 Both Shipper/Supplier A (current) and Shipper/Supplier B (new) must agree whether an ISD shall take place within 10 Working Days from the first request from either Shipper/Supplier B. Where the ISD relates to a dispute prior to the Cut Off Date, these timescales can be amended following mutual agreement.

19.3 An ISD can occur in the following scenarios:

- a) Shipper/Supplier B (new) transfers a Consumer from Shipper/Supplier A (current) in error and appropriate ET agreement file exchange has been completed; or
- b) Shipper/Supplier B transfers a Consumer from Shipper/Supplier A late; or
- c) Shipper/Supplier A objects to a site leaving in error; or
- d) The read replacement functionality has failed following SAR agreement despite exhausting all avenues as detailed in section 18 (Read Replacements) of this Code of Practice;
- e) The ISD is raised in relation to a dispute prior to the Cut Off Date and the value is above £15,000 net; or
- f) When all parties agree that an ISD is the best way to resolve the problems, having mutually explored other options such as compensating Consumers directly.

19.4 An ISD cannot occur if:

- a) It can be proven that the Consumer is at fault by failing to provide essential information for the transfer of the supply point in sufficient time to allow the Suppliers to process the transfer; or
- b) Costs are under the value of £250 net (unless several lesser amounts that are part of a multi/group contract equate to more than the £250 net minimum); or
- c) The period between the date of the transfer of the supply points and the date the

SAR process is initiated is greater than 12 months; or

- d) The period between the date of the SAR being agreed and the ISD being initiated is greater than 12 months; or
- e) The ISD is raised in relation to a dispute prior to the Cut Off Date and the net value of the ISD is less than £15,000;

19.5 For Late Transfers, the transfer date will be the date at which the supply point transferred between Shipper A and Shipper B. For Erroneous Transfers, the transfer data will be the date at which the supply point is correctly returned to Shipper A.

Raising an ISD

19.6 In order to raise an ISD, the initiating Shipper shall prepare an ISD draft charge (see Appendix 2 for calculation details) and sent it to the other Shipper via email.

ISD Compensation Calculation

19.7 Unless Supplier / Shipper A specifically agrees otherwise with Supplier / Shipper B, the price mechanisms set out below will apply.

19.8 The Code of Practice divides supply points into two categories based upon settlement product class as defined in the UNC.

19.8.1 Supply points which are Settlement Product Class 1 and 2;

19.8.2 Supply points which are Settlement Product Class 3 and 4.

Products 1 and 2

19.9 Charges are based on the elements as detailed in Appendix 2-Schedule 1.

19.10 UNC penalties such as Supply Point Ratchets will be excluded from the charges.

19.11 For all Product 1 and 2 supply points, Supplier B shall advise the Consumer of their continuing obligation to provide Supplier A with forecasted consumption information.

Products 3 and 4

19.12 Charges are based on the elements as detailed in Appendix 2-Schedule 2

19.13 **In addition, for all supply points:**

19.13.1 Supplier A shall include provision in their Contract to ensure that Consumers continue their responsibilities in relation to compliance with the Gas Act and with the UNC, beyond the Contract end date and until their supply points

are registered with Shipper B.

- 19.13.2 Where a supply point is connected to an iGT system, the transportation charges shall be the charges shown on the affected Shipper's transportation invoice from the iGT, in addition to gas cost and GT transportation charges.

Guidelines for Payment.

- 19.14 Where a Shipper is required to make a payment to another Shipper under the ISD process, the following payment guidelines shall apply:

19.14.1 14 days to agree or give reason for non-agreement to draft charge schedules.

19.14.2 Invoice payment terms will be 30 days from invoice tax point date.

19.14.3 Failure to pay within these terms may lead to the Supplier escalating the delays through the escalatory route as detailed in Section 8 of this Code of Practice.

- 19.15 Shippers are obliged to pay the invoice if signed in agreement unless there is a fundamental error. In this instance, the charges are to be re-calculated and passed for agreement using the same process and timescales.

20. CONTRACT OVERRUNS

- 20.1 Suppliers may include a Contract Overrun Clause (often known as deemed rates) within their Contract. This clause will vary through the industry and will be individually defined by Suppliers. All Suppliers must advise the Consumer of the implications of the Contract Overrun Clause prior to Contract start.
- 20.2 It is acknowledged that if the Consumer has not allowed sufficient time for the transfer process after the award of the tender, then the Consumer should continue to pay Supplier A under the terms of a Contract Overrun or Deemed Contract Clause.

21. TRANSFER OF METER DATA

- 21.1 The RGMA Baseline document is a SPAA Product setting out the processes to be followed to ensure the required data is provided to the CDSP following change of Supplier, change of Meter Asset Manager, and meter installation, removal or exchange.
- 21.2 The RGMA Baseline document also sets out the contents and structure of standard data flows which shall be used by Meter Asset Managers, Suppliers, Shippers and

Meter Asset Providers to transfer the required data.

- 21.3 Suppliers shall ensure that agents acting on their behalf, comply with the RGMA Baseline document version 6.1 (including its Annexes which are published via the Online RGMA Data Flow Catalogue).

Appendix 1 – Application Form

The I&C CoP is a multi-party agreement to which I&C Shippers and Suppliers can voluntarily accede. Once a party of the I&C CoP, Shippers and Suppliers are obliged to comply with the processes set out within the latest version. Parties are asked to appoint; an operational contact, an ISD contact, and an escalation contact e.g. Contract Manager.

The I&C CoP Contract Manager will manage the functions associated with the I&C CoP, including the ability to propose changes to the Code of Practice.

Company Name	
Category of Party – Supplier or Shipper	
Company Registration Number	
Date of Licence Granted	
Address	
Contract Manager Name	
Contract Manager Telephone Number	
Contract Manager E-mail	
Operational Contact Name	
Operational Telephone Number	
Operational E-mail	
ISD Contact Name	
ISD Telephone Number	
ISD E-mail Address	

Appendix 2 - Schedule 1 - Inter-Shipper/Supplier Prices for Product 1 and 2 Sites

For all Inter-Shipper Disputes effecting Product 1 and 2 sites, the mechanism shall comprise the following elements:

Late Transfer ISDs

- For instances where neither or both Shippers are at fault, or if the GT is at fault in terms of supplying or processing relevant information, the mechanism shall comprise the following elements:
 - Commodity and Capacity Transportation Charges from NBP
 - Gas Costs based upon daily Market System Average Prices (Daily SAP)
 - Daily meter resynchronisation charges (or credits)
 - Metering Charges including Datalogger charges
- For instances where only one Shipper is at fault, the mechanism shall comprise the following elements:
 - Commodity and Capacity Transportation Charges from NBP
 - Gas Costs based upon daily Market System Average Prices (Daily SAP) + x (Where x is the premium outlined below).
 - Metering Charges including Datalogger charges
 - £100 per site administration fee

The value of x for the delayed transfer of supply points shall be as follows

- 0 - 292,999 kWh per Annum (rolling AQ at the time of dispute*)=20%
- 293,000 - 731,999 kWh per Annum (rolling AQ at the time of dispute*)=15%
- >732,000 kWh per Annum (rolling AQ at the time of dispute*) = 10%
- If the rolling AQ goes over different thresholds during the Late Transfer period, the rolling AQ from the threshold which lasted longest shall apply.

Erroneous Transfer ISDs

- For all ISDs resulting from Erroneous Transfer, the mechanism shall comprise the following elements:
 - Commodity and Capacity Transportation Charges from NBP

- Gas Costs based upon daily Market System Average Prices (Daily SAP)
- Daily meter resynchronisation charges (or credits)
- Metering Charges including Datalogger charges

Shipper Agreed Read ISDs

- For all ISDs resulting from read replacement failure despite agreed SARs, the mechanism shall comprise the following elements:
 - Commodity Charges from NBP
 - Gas Costs based upon daily Market System Average Prices (Daily SAP)

For all Inter Shipper Disputes

UNC Penalties incl. Supply Point Ratchets will be excluded.

For all Product 1 and 2 sites, Supplier B shall advise the Consumer of their continuing obligation to provide Supplier A with forecasted consumption information.

Appendix 3 - Schedule 2 - Inter-Shipper/Supplier Prices for Product 3 and 4 Sites

Late Transfer ISDs

- For instances where neither or both Shippers are at fault, or if the GT is at fault in terms of supplying or processing relevant information, the mechanism shall comprise the following elements:
 - Commodity and Capacity Transportation Charges from NBP
 - Gas Costs based upon daily Market System Average Prices (Daily SAP)
 - Metering Charges
- For instances where only one Shipper is at fault the mechanism shall comprise the following elements:
 - Commodity and Capacity Transportation Charges from NBP
 - Gas Costs based upon daily Market System Average Prices (Daily SAP) + x
(Where x is the premium outlined below).
 - Metering Charges
 - £100 per site administration fee

The value of x for the delayed transfer of supply points shall be as follows:

- 0 - 292,999 kWh per Annum=20%
- 293,000 - 731,999 kWh per Annum=15%
- >732,000 kWh per Annum = 10%

Erroneous Transfer ISDs

- For all ISDs resulting from Erroneous Transfer, the mechanism shall comprise the following elements:
 - Commodity and Capacity Transportation Charges from NBP
 - Gas Costs based upon daily Market System Average Prices (Daily SAP)
 - Metering Charges

Shipper Agreed Read ISDs

- For all ISDs resulting from read replacement failure despite agreed SARs, the mechanism shall comprise the following elements:

-
- Commodity Charges from NBP
 - Gas Costs based upon daily Market System Average Prices (Daily SAP)

Calculation of System Average Price (SAP)

SAP from National Grid published cashout price –
marketinformation.natgrid.co.uk/gas/frmPrevalingView.aspx

Appendix 4 – Signatory List

Company name	Registered Company Address
BES UTILITIES LLP	Parkside Stand, Fleetwood Town Football Club, Park Avenue, Fleetwood, Lancashire FY7 6TX.
Brook Green Supply Limited	80 Hammersmith Road, 4th Floor, London, United Kingdom, W14 8UD
BP Gas Marketing Limited	20 Canada Square, London, E14 5NJ
Contract Natural Gas Ltd	CNG Ltd, Second and Third Floor, 2 Victoria Avenue, Harrogate, North Yorkshire HG11EL
Corona Energy Limited	Edward Hyde Building, 38 Clarendon Road, Watford WD17 1JW
Crown Energy Limited	The Oil Centre, Bury New Rd, Heap Bridge Bury, Lancashire BL9 7HY
Orsted UK Sales Limited	5 Howick Place, London, SW1P 1WG
ENI UK Limited	ENI House, 10 Ebury Bridge Road, London SW1W 8PZ
Gazprom Marketing & Trading Retail Limited	20 Triton Street, London NW1 3BF
ENGIE	No 1 Leeds, 26 Whitehall Road, Leeds LS12 1BE
Statoil (U.K.) Limited	1 Kingdom Street, London W2 6BD
Total Gas & Power Limited	10 Upper Bank Street, Canary Wharf, London E14 5BF