



Commission for Energy Regulation

An Coimisiún um Rialáil Fuinnimh

Natural Gas Supply Licence

Granted

to

Insert Company Name

PROPOSED

CER Natural Gas Supply Licence

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PART I: TERMS OF THE LICENCE

1. The Commission for Energy Regulation ("the Commission"), in exercise of the powers conferred by Section 16(1)(a) of the Gas (Interim) (Regulation) Act, 2002 ("the Act") as amended by S.I. 452 of 2004, S.I. 760 of 2005, the Energy (Miscellaneous Provisions) Act 2006, S.I. 377 of 2007, S.I. 691 of 2007 and S.I. 697 of 2007, hereby grants to **insert company name** and any permitted assignee (hereinafter referred to as "the Licensee") a Licence to supply Natural Gas during the period specified in paragraph 4, subject to the conditions ("the Conditions") as set out in the Licence.
2. The Licence is hereby granted:
 - a. in all cases subject to the Conditions set out in Part II, ~~Section A; and~~
 - ~~b. where the Licensee is the Board the Licensee is subject to the conditions set out in Part II, Section A and Section B.~~
3. The Conditions are subject to modification or amendment in accordance with their terms or with the Act and the Regulations as amended from time to time. The Licence hereby granted ("this Licence") is further subject to the terms as to revocation specified in Schedule 1.
4. This Licence shall come into force on the **insert date** and, unless revoked in accordance with the provisions of Schedule 1, shall continue in full force and effect until determined by not less than 10 years' notice in writing given by the Commission to the Licensee, such notice not to be served earlier than the 15th anniversary of the date on which this Licence comes into force.
5. A Licensee will not engage in the supply of Natural Gas to Final Customers without the prior written consent of the Commission.
6. For the purpose of paragraph 1, "permitted assignee" means a person to whom this Licence has been assigned in accordance with the Conditions.

Sealed with the common seal of the Commission for Energy Regulation on the **insert date**

Member of Commission

Member of staff of the Commission

PART II: CONDITIONS OF THE LICENCE

~~SECTION A: CONDITIONS OF GENERAL APPLICATION~~

Condition 1: Interpretation and construction

1. Unless the contrary intention appears:
 - a. words and expressions used in the Conditions or the Schedules shall be construed as if they were in an enactment and the Interpretation Act, 2005 (as amended) applied to them; and
 - b. references to an enactment shall include primary and subordinate legislation and in both cases any modification or re-enactment thereof and any successor or replacement legislation thereto after the date when this Licence comes into force.
2. Any word or expression defined in the Act for the purposes of any provision of the Act shall, unless the contrary intention appears, have the same meaning when used in this Licence.
3. In the Conditions and in the Schedules, unless otherwise specified or the context otherwise requires:

“Act”	means the Gas (Interim) (Regulation) Act 2002 as amended by S.I. 452 of 2004, S.I. 760 of 2005, the Energy (Miscellaneous Provisions) Act 2006, S.I. 377 of 2007, S.I. 691 of 2007 and S.I. 697 of 2007;
“Additional Service”	means any service provided by the Licensee to a Customer of the Licensee’s Supply Business other than the supply of Natural Gas;
“Affiliate”	in relation to any person means a Holding Company of such person, any Subsidiary of such person or any Subsidiary of a Holding Company of such person;
“Board”	means Bord Gáis Éireann;
“Code of Operations”	means a code of operations required to be prepared pursuant to Section 13(1) of the Act, and approved by the Commission, as from time to time revised, amended, supplemented or replaced with the approval or at the direction of the Commission;
“Commission”	means the Commission for Energy Regulation;
“Commercially Sensitive	means any matter the disclosure of which would

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Information”	materially prejudice the interests of any person;
“Customer”	means Wholesale and Final Customers of Natural Gas and Natural Gas Undertakings which purchase Natural Gas;
“Data Protection Legislation”	means the Data Protection Acts 1988 and 2003 and any applicable national implementation of the Data Protection Directive (95/46/EC) or the Electronic Communications Data Protection Directive (2002/58/EC) and all applicable laws and regulations relating to the processing of personal data and privacy as may be applicable from time to time;
“Distribution Business”	means the business (if any) of the Licensee and any Affiliate or Related Undertaking of the Licensee consisting in the operation of any one or more distribution pipelines;
“Distribution System”	means a system made up of distribution pipelines (as specified by the Commission under the Act);
“Distribution System Operator”	means the entity licensed to operate the Distribution System under Section 16 (1)(d) of the Act;
“Emergency Response Service”	means the service designated by the Commission as such and operated for the purpose of receiving and responding to reports of actual or suspected Natural Gas escapes;
“Final Customer”	means Customers purchasing Natural Gas for their own use;
“Gas Point”	means a metered point at which Natural Gas may be off-taken from a Distribution System or Transmission System for the purposes of supply direct to a particular Final Customer;
“Gas Point Register Operator” or “GPRO”	means the person designated as such by the Commission under a natural gas licence, in its role as such and any other person in so far as, with the consent in writing of the Commission, it carries out any part of that role on behalf of the person so designated;
“Holding Company”	means a holding company within the meaning of Section 155 of the Companies Act, 1963;
“Household Customer”	means Customers purchasing Natural Gas for their own household consumption;

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“Industrial and Commercial (IC) Market”	means businesses with a supply point capacity of below 3,750 kWh and consumption level below 73,000 kWh
“Levy Order”	means an order made under paragraph 16 of the Schedule to the Electricity Regulation Act of 1999, or under Section 21(1) or Section 22(2) of the Act;
“Licensee”	means (insert company name), the holder of this Natural Gas Supply Licence, the Companies Registration Office Number of which is (insert company registration number), and any permitted assignee.
“Metering Equipment”	means meters and associated equipment installed on a Distribution System or Transmission System at points of Natural Gas title or custody transfer, as the case may be, or for other fiscal purposes and meeting the relevant standards of accuracy set by law and/or any relevant regulatory authority;
“Modification”	includes addition, omission, amendment and substitution, and cognate expressions shall be construed accordingly;
“National Gas Emergency Manager”	means the person designated under Section 19B of the Act as such by the Commission in its role as such;
“Natural Gas”	means any gas derived from natural strata (whether or not it has been subjected to liquefaction or any other process or treatment) and in this Licence, a reference to natural gas may also be construed as including, where the Commission considers it appropriate and where, in the opinion of the Commission, such gas may be technically and safely injected into, and transported through, the Natural Gas System, biogas, gas from biomass and other types of gas;
“Natural Gas Emergency Plan”	means the plan prepared by the Transmission System Operator in accordance with Section 19B of the Act;
“Natural Gas Legislation”	means any or all of the Gas Acts, 1976 to present and the Regulations, as relevant in the context;
“Natural Gas System”	means the Network and storage facilities but excludes upstream pipelines;

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“Natural Gas Undertaking”	means any natural or legal person carrying out at least one of the following functions: production, transmission, distribution, supply, purchase or storage of Natural Gas, including Liquefied Natural Gas, which is responsible for the commercial, technical and/or maintenance tasks related to those functions, but shall not include Final Customers;
“Network”	means the totality of Transmission System and Distribution System used for the transmission, distribution and supply of Natural Gas to, from or within the State;
“Network Emergency”	means an emergency endangering persons and/or property and arising from a deviation in gas pressure or in gas quality in the Network or any part thereof;
“Domestic Market”	means non-daily metered (NDM) residential customers
“Regulations”	means S.I. 426 of 2004 (European Communities (Internal Market in Natural Gas) Regulations 2004), S.I. 452 of 2004 (European Communities (Internal Market in Natural Gas) (No. 2) Regulations 2004), S.I. 320 of 2005 (European Communities (Internal Market in Natural Gas) Regulations 2005), S.I. No. 760 of 2005 (the European Communities (Internal Market in Natural Gas) (BGÉ) Regulations 2005) as amended by S.I. No. 377 of 2007 (the European Communities (Internal market in Natural Gas) (BGÉ) (Amendment) Regulations 2007), S.I. 691 of 2007 (European Communities (Conditions for Access to the Natural Gas Transmission Networks) Regulations 2007), S.I. 697 of 2007 (European Communities (Security of Natural Gas Supply) Regulations 2007), S.I. 463 of 2011 (European Communities (Internal Market in Electricity and Gas) (Consumer Protection) Regulations 2011) as may be amended from time to time.
“Related Undertaking”	in relation to any person means any undertaking having a participating interest in that person, or any undertaking in which that person has a participating interest as defined in Regulation 35 of the European (Companies: Group Accounts) Regulations, 1992 (S.I.201 of 1992);
“Relevant Safety Requirements”	means the requirements of the Safety Case, the Commission’s decision paper titled Natural Gas

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	Safety Regulatory Framework (CER/07/172) and the Safety Laws, as amended from time to time;
“Relevant Shipper”	means, in relation to any premises or to a Customer supplied with Natural Gas at any premises, the Shipper who has made arrangements with a Transporter for Natural Gas to be transported to those premises;
“Relevant Transporter”	means in relation to any Gas Point or to a Customer supplied with Natural Gas at any Gas Point, the operator of the distribution pipeline which conveys Natural Gas to that Gas Point or, where that Gas Point is connected directly to a transmission pipeline, the licensed operator of the transmission pipeline which conveys Natural Gas to the relevant Gas Point;
“Safety Case”	means the document drafted by the Licensee and approved by the Commission in accordance with the Commission’s decision paper titled, “Natural Gas Safety Regulatory Framework – Safety Case Guidelines” (CER/07/224) and pursuant to the Commission’s decision paper titled “A Natural Gas Safety Regulatory Framework for Ireland” (CER/07/172) and any amendments thereto;
“Safety Laws”	means any Irish or European Union requirement imposed by legislation, case law, common law or any order, direction, license decision, rule, guideline or industry code as may be applicable to natural gas safety;
“Separate Business”	means each of the Shipping, Supply, Storage, Distribution and Transmission Businesses taken separately from one another and from any other business of the Licensee, but so that where all or any part of such business is carried on by an Affiliate or Related Undertaking of the Licensee such part of the business as is carried on by that Affiliate or Related Undertaking shall be consolidated with any other such business of the Licensee (and of any other Affiliate or Related Undertaking) so as to form a single Separate Business;
“Shipper”	means any person licensed by the Commission under Section 16(1)(b) of the Act to engage in the Shipping of Natural Gas;
“Shipping” or “Ship”	means the introduction into, the conveyance by means of or the take off from the Natural Gas System of Natural Gas by persons other than the operator of the relevant pipeline or facility being used for the

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	purpose of introducing, conveying or taking off the Natural Gas;
“Shipping Business”	means the business (if any) of the Licensee and any Affiliate or Related Undertaking of the Licensee consisting in the Shipping of Natural Gas;
“Shipping Licence”	means the licence to Ship Natural Gas granted to a Shipper by the Commission under Section 16 (1) (b) of the Act, permitting the Licensee to arrange with the Transporter for Natural Gas to be introduced into, conveyed through, or taken out of a pipeline system operated by the Transporter. For the avoidance of doubt the licensing regime for Liquefied Natural Gas terminals is separate from the pipeline licensing regime;
“Storage Business”	means the business (if any) of the Licensee and any Affiliate or Related Undertaking of the Licensee consisting in the storage of Natural Gas;
“Subsidiary”	means a subsidiary within the meaning of Section 155 of the Companies Acts, 1963;
“Supplier”	means a person licensed by the Commission under Section 16(1)(a) of the Act to engage in the supply of Natural Gas;
“Supply Business”	means the business (if any) of the Licensee and any Affiliate or Related Undertaking of the Licensee consisting in the supply of Natural Gas;
“Transmission Business”	means the business (if any) of the Licensee and any Affiliate or Related Undertaking of the Licensee consisting in the operation of any one or more transmission pipelines;
“Transmission System”	means a system made up of transmission pipelines (as specified by the Commission under the Act); and
“Transmission System Operator”	means the entity licensed to operate the Transmission System under Section 16 (1)(c) of the Act; and
“Transporter”	means a person who operates one or more distribution or transmission pipelines.
“Wholesale Customers”	means any natural or legal persons other than Transmission System Operators and Distribution System Operators who purchase Natural Gas for the purpose of resale inside or outside the system where they are established;

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4. Unless otherwise specified:
 - a. any reference to a numbered condition or to a numbered schedule is respectively a reference to the Condition or the Schedule being that number in this Licence;
 - b. any reference to a numbered paragraph is a reference to the paragraph bearing that number in the Condition or Schedule in which the reference occurs; and
 - c. (without prejudice to any provision, which restricts such variation, supplement or replacement) any reference to any agreement, licence (other than this Licence), code or other instrument shall include a reference to such agreement, licence, code or other instrument as varied, supplemented or replaced from time to time.
5. The heading or title of any Part, Condition, Schedule or paragraph shall not affect the construction thereof.
6. Where any obligation of the Licensee is expressed to require performance within a specified time limit that obligation shall continue to be binding and enforceable after that time limit if the Licensee fails to perform that obligation within that time limit (but without prejudice to all rights and remedies available to the Commission against the Licensee by reason of the Licensee's failure to perform within the time limit).
7. The provisions of Section 4 of the Electricity Regulation Act of 1999 shall apply for the purposes of the delivery or service of any document, direction or notice to be delivered or served pursuant to this Licence and directions issued by the Commission pursuant to any Condition shall be delivered or served as aforesaid.
8. Unless otherwise specified, where a Condition requires, or makes provision for or reference to:
 - a. any communication from or by the Commission to the Licensee (including, without limitation, any notification, direction, approval, consent or agreement to be given by the Commission); or
 - b. any communication from or by the Licensee to the Commission (including, without limitation, any notification, application or provision of information by the Licensee),such communication shall be in writing.

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Condition 2

Requirement to Hold a Shipping Licence

1. The Licensee shall hold a Shipping Licence granted to the Licensee by the Commission under Section 16 (1) (a) of the Act, before the Licensee supplies or seeks to supply any Customer.
2. The Licensee shall ensure that arrangements for the transportation of Natural Gas are at all times in place for all the Gas Points at which the Licensee is supplying a Customer.
3. Each Licensee shall undertake the Shipping of the Natural Gas to its Final Customers. The Licensee may appoint an agent to carry out, on its behalf, the Shipping operations required to Ship Natural Gas to their Final Customers.
4. Where the Licensee has appointed an agent as in paragraph 3, the agent in question must hold a Shipping Licence.
5. Where the Licensee has appointed an agent as in paragraph 3, the Licensee shall put in place such arrangements as to ensure compliance with paragraph 2 in the event of the failure of the agent to fulfil its duties.
6. The arrangements in paragraph 5 may be subject to review and modification by the Commission from time to time.

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Condition 3: Capability to Supply

1. The Licensee shall at all times ensure, to the satisfaction of the Commission, that it has the Competencies to ensure the supply of Natural Gas to its Customers, or potential Customers, and compliance with the Conditions of this Licence.
2. The Licensee shall be required to demonstrate the Competencies referred to in paragraph 1 at such times, and in such manner as notified to the Licensee by the Commission from time to time.
3. Where the Licensee does not intend to supply certain classes of Final Customers, the Licensee may request derogations from obligations arising from Conditions in this Licence, including obligations arising from this Condition, which pertain specifically to those classes of Final Customer
4. In granting derogation under paragraph 3, or where the Licensee has failed to comply with paragraph 2, the Commission may impose such terms, conditions and restrictions as it considers appropriate, which may include limitations on customer acquisition.
5. In this Condition:

“Competencies”

means the market assurance process as provided for in CER/08/261 – Gas Retail Market Assurance Decision as updated by the Commission from time to time

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Condition 4: Provision of Information to the Commission

1. The Licensee shall procure and furnish to the Commission, in such form and manner and at such times as the Commission may require, such information, and shall procure and furnish to it such reports, as the Commission may consider necessary or relevant in the light of the Conditions or under the Act and without prejudice to the generality of the foregoing shall include such accounting information as the Commission may require.
2. Without prejudice to the generality of paragraph 1 the Commission may call for the furnishing of accounting information.
3. The power of the Commission to call for information under paragraph 1 is without prejudice to the power of the Commission to call for information under or pursuant to any other Condition of this Licence or under or pursuant to the Act or any other enactment.
4. In this Condition "information" shall include any documents, records, accounts, estimates, returns or reports (whether or not prepared specifically at the request of the Commission) of any description, whether oral or written, and in any format specified by the Commission.
5. The Licensee shall publish information (save for confidential information or Commercially Sensitive Information) in such form and manner and at such times as the Commission may require.
6. Any question arising as to what constitutes confidential information or Commercially Sensitive Information for the purposes of this Condition shall be determined by the Commission after consultation with the Licensee and, at the Commission's discretion, with any other party affected by that determination.

Condition 5: Payment of Levy

1. The Licensee shall pay to the Commission any amounts specified in, or determined under, a Levy Order, in accordance with the provisions of such Levy Order.

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Condition 6: Assignment of Licence and Transfer of Supply Business

1. The Licensee shall not, without the prior consent of the Commission, assign this Licence to another person (the “assignee”).
2. The Licensee shall not, without the prior consent of the Commission, transfer to another person (the “transferee”) all or part of the Supply Business.
3. Any consent of the Commission to assignment of this Licence shall be subject to the Commission being satisfied that the assignee will be a fit and proper person to hold this Licence, and may be subject to compliance by the Licensee or assignee with any conditions imposed by the Commission, including the Modification of this Licence where deemed necessary by the Commission.
4. Any consent of the Commission to a transfer of all or part of the Supply Business may be subject to the transferee being granted or holding a supply Licence and may be subject to compliance by the Licensee or transferee with any conditions imposed by the Commission, including the Modification of this Licence where deemed necessary by the Commission.
5. Nothing in this Condition shall prevent the Licensee transferring all or part of the Supply Business to an assignee where the Commission has consented to the assignment provided that such transfer is effected as soon as practicable after such consent has been given.

Condition 7: Change in Control of Licensee

1. As soon as practicable, and in any event no later than 14 days after the occurrence of any change in control of the Licensee, the Licensee shall notify the Commission of the change in control of the Licensee.
2. For the purposes of this Condition there is a change in control of the Licensee whenever a person gains control of the Licensee who did not have control of the Licensee when this Licence was granted or at the time of the last change in control of the Licensee.

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Condition 8: Revenue Protection

1. The Licensee shall (and shall ensure that its agents) take reasonable steps, in its normal course of business, to detect:
 - a. the theft of Natural Gas; and
 - b. meter fault and meter reading errors or administrative errors.
2. Where the Licensee has reason to believe that:
 - a. the theft of Natural Gas is taking place or has taken place;
 - b. there has been interference with the Metering Equipment, or its associated equipment, to alter its register or prevent it from duly registering the quantity of Natural Gas supplied or produced; or
 - c. there has been a meter fault or meter reading error or administrative error,

the Licensee shall, as soon as reasonably practicable, inform the Relevant Transporter (to the extent that it is not already aware of the incident) of the incident in question.

3. The Licensee shall, comply with the Code of Practice for Revenue Protection and the relevant provisions of the Code of Operations.
4. In this Condition:

“Code of Practice for Revenue Protection”

means the industry agreed Code of Practice for Revenue Protection as prepared by the Transporter and approved by the Commission and as amended from time to time;

“theft of Natural Gas”

means the dishonest use, causing of waste or diversion of Natural Gas, within the meaning of Section 15 of the Energy (Miscellaneous Provisions) Act 1995.

Condition 9: Co-operation with Gas Point Register Operator

1. The Licensee shall co-operate with the Gas Point Register Operator (“the GPRO”) and will ensure that the information and/or data provided to the GPRO for the purposes of its functions and the provision of its services are complete and accurate.
2. The Licensee shall comply promptly with all requests from the GPRO for co-operation and information and/or data reasonably required by the GPRO for the discharge of its functions.
3. The Licensee shall comply with any code of practice or process published by the GPRO in accordance with a requirement of a natural gas licence and relating to the discharge of the functions of the GPRO.

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Condition 10: Prohibition on Tying

1. The Licensee shall not make a supply of Natural Gas to any Customer of the Supply Business conditional on the Customer (or any other person) procuring any other service or product ("Additional Service") from the Licensee or any Affiliate or Related Undertaking of the Licensee.
2. For the purposes of this Condition, Shipping and Supply are not considered separate products. The supply of Natural Gas to any Customer of the Supply Business shall be made conditional on the Customer (or any other person) procuring Shipping services from the Licensee or any Affiliate or Related Undertaking of the Licensee.
3. The prohibition in paragraph 1 shall apply whether or not a charge is made to the Customer in respect of the Additional Service in question.

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Condition 11: Prohibition of anti-competitive behaviour

1. In carrying on the Supply Business, the Licensee shall at all times comply with Irish and EU competition law.

PROPOSED

Condition 12: Marketing of the Licensee's Products and Services

1. The Licensee shall at all times comply with the provisions of the Consumer Protection Legislation insofar as applicable to the Supply Business.
2. Without prejudice to the generality of the foregoing, and Condition 16, it is prohibited for the Licensee, its agents or employees:
 - a. to misrepresent either:
 - i. the Supply Business; or
 - ii. the business of any other licensed Supplier or any person applying to become a licensed Supplier.
 - b. to make any false or misleading statements to a Customer or potential Customer, whether through general marketing materials or through communications to specific individuals, regarding the products, prices and/or services of:
 - i. the Supply Business; or
 - ii. any other licensed Supplier or any person applying to become a licensed Supplier; and
3. Any question as to what constitutes a contravention of this condition arising in relation to the Licensee's contravention of this condition shall be determined by the Commission.
4. Without prejudice to any other remedy available to it the Commission may require the Licensee to retract publicly or not in the event of the Licensee contravening this condition.
5. In addition to complying with this Condition 12 the Licensee is required to produce and submit to the Commission for approval a Code of Practice in relation to its marketing activities in accordance with Condition 21 of this Licence.

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Condition 13: Emergency Response Service

1. The Licensee shall make arrangements to keep each of the Final Customers of the Supply Business informed of the telephone number of the Emergency Response Service.
2. The arrangements outlined in paragraph 1 shall include the occasion of the Final Customer first commencing to take a supply from the Licensee; and then at quarterly or more frequent intervals and by publishing such information in such manner as will secure adequate publicity for it.
3. The Licensee shall inform the Final Customer of the contact details of the Emergency Response Service referred to in paragraph 1 if so requested.
4. The Licensee shall, in so far as is practicable, take steps to inform each of the Final Customers of the Supply Business of any change to the telephone number of the Emergency Response Service referred to at paragraph 1 prior to such change becoming effective.
5. Where the Licensee receives information about any matter or incident regarding an actual or suspected escape of Natural Gas, it shall arrange for communication of such information to the provider of the Emergency Response Service referred to in that paragraph immediately.
6. The Licensee shall accept and comply with directions from the provider of the Emergency Response Service designated by the Commission for the purposes of this Condition 13 in so far as such directions relate to an escape, or suspected escape, of Natural Gas.

Condition 14: Security and Emergency Arrangements

1. The Licensee shall accept and comply with directions from the National Gas Emergency Manager issued as part of the co-ordination of the implementation of the Natural Gas Emergency Plan.
2. The Licensee shall put in place procedures to ensure that Final Customers are informed of any interruption or possible interruption to the supply of Natural Gas to those Customers as a consequence of the implementation of the Natural Gas Emergency Plan or a direction of the National Gas Emergency Manager.
3. The Licensee shall include in its contracts for the supply of Natural Gas to all Customers of the Supply Business a term to the effect that, for the duration of a Network Emergency or in the case of an escape, or suspected escape, of Natural Gas:
 - a. the Licensee is entitled at the request of the National Gas Emergency Manager, the provider of the Emergency Response Service or the Relevant Shipper, as the case may be, to discontinue the supply of Natural Gas to the premises; and
 - b. the Customer shall refrain from using Natural Gas immediately upon a request arising from a direction from the National Gas Emergency Manager or the Emergency Response Service provider as the case maybe.
4. Any difference or dispute arising between the Licensee and any other Natural Gas Undertaking in connection with this Condition or the matters referred to in this Condition shall be decided by the Commission for the purposes of this Condition, and the Licensee shall comply with any direction given by the Commission regarding its decision, as it sees fit, in respect of the matter in dispute.

Condition 15: Safety Case

1. Without prejudice to the obligations on the Licensee under or pursuant to any Safety Laws, the Licensee shall comply with the Relevant Safety Requirements and the Licensee shall at all times:
 - a. adhere to its accepted Safety Case; and
 - b. ensure that all Affiliates and Related Undertakings adhere to its accepted Safety Case.
2. Within three years of the date of issue of this Licence or at such other time as the Commission may reasonably direct and thereafter at such additional times as the Commission may reasonably require, the Licensee shall procure, on terms of reference approved by the Commission, the services of an independent consultant suitably qualified as approved by the Commission to examine and report on the Licensee's compliance with the Safety Case, such report to be concluded within a time period specified by the Commission and provided to the Commission at the same time as it is provided to the Licensee.

Condition 16: Compliance with Laws and Directions

1. The Licensee shall comply with all applicable laws.
2. Any costs associated with compliance with the provisions of the applicable laws shall be the responsibility of the Licensee.
3. In this Condition:

“applicable laws”

means any requirement imposed by or under any applicable law, including by or under legislation, case law, common law or any order, direction, licence, decision, instruction or rule given or granted by any competent authority together with any guidelines or industry codes applicable to the Supply Business, including but not limited to the Natural Gas Legislation and the Relevant Safety Requirements.

Condition 17: Supplier of Last Resort

1. If so designated by the Commission the Licensee shall undertake the duties of the Supplier of Last Resort in accordance with the terms and conditions of that designation and the Act.
2. The Licensee shall comply with a Supplier of Last Resort Direction from the Commission in so far as it applies to the Licensee.
3. If so required under the Supplier of Last Resort Direction the Licensee shall assist in the transfer of its Customers, in line with the requirements determined by the CER, to the designated Supplier of Last Resort.
4. The Commission may issue a Supplier of Last Resort Direction in respect of the Licensee where:
 - a. the Licensee fails to comply with Condition 2;
 - b. the Licensee ceases or fails to supply Natural Gas in accordance with its contractual obligations;
 - c. the Commission is of the opinion that circumstances exist, which warrant such a Supplier of Last Resort Direction;
 - d. the Licensee's Licence is in the process of being revoked.
5. In this Condition:

"Supplier of Last Resort Direction"

means a direction given to the Supplier of Last Resort by the Commission in pursuance to the Act requiring it to make available a supply of Natural Gas to a premises previously supplied by another Supplier.

"Supplier of Last Resort"

means the licensed Supplier designated as such by the Commission under section 21A of the Act.

Condition 18: Provision for Termination Upon a Direction

1. The Licensee shall not enter into a contract for the supply of Natural Gas to a premises, whether or not a contract is for a specified period, unless it provides that it shall terminate upon a Supplier of Last Resort Direction, given to a Supplier other than the Licensee, coming into effect in relation to the premises in question.
2. In this Condition:

“Supplier of Last Resort Direction”

means a direction given to the Supplier of Last Resort by the Commission in pursuance to the Act requiring it to make available a supply of Natural Gas to a premises previously supplied by another Supplier.

PROPOSED

Condition 19: Information in respect of Customers

1. The Licensee shall manage all information procured in respect of all Customers of the Supply Business as directed by the Commission from time to time and at all times in compliance with the requirements of the Data Protection Legislation.
2. In the event of any conflict arising between a direction of the Commission and the Data Protection Legislation, the requirements of the Data Protection Legislation shall prevail.

PROPOSED

Condition 20: Metering and Data services

1. The Licensee shall not supply Natural Gas to Final Customers of the Supply Business other than as a metered supply, except as approved by the Commission.
2. The Licensee shall not, without the prior approval of the Commission, procure in relation to a Final Customer of the Supply Business:
 - a. Metering Equipment;
 - b. the installation, commissioning, testing, repair or maintenance of Metering Equipment;
 - c. data collection services; or
 - d. data transfer services

other than from the Transporter to whose Distribution System or Transmission System that Customer is connected.

3. In this Condition:

“data collection”

means the collection and verification of meter reading data from natural gas meters;

“data transfer”

means the transfer of metered data to the GPRO;

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Condition 21: Consumer Protection

1. Conditions which apply to the supply of Household only

a. Terms and Conditions of Supply to Household Customers :

- i. The Licensee shall prepare and submit to the Commission for its approval the Licensee's standard terms and conditions applicable in relation to its Household Customers in line with any guidelines issued by the Commission from time to time.
- ii. The Licensee may amend its standard terms and conditions in relation to its Household Customers from time to time but shall submit any proposed amendments to the Commission for its approval.
- iii. The Licensee shall not enter into any contracts or arrangements with its Household Customers except in conformity with the approved standard terms and conditions, save where the Commission has given its prior approval to any variation thereof.
- iv. Where the Licensee has amended its terms and conditions, under paragraph a (iii) above, the Licensee shall provide its Final Customers with a copy of the amended terms and conditions at least 28 days before the change comes into effect.

2. Licensee's Customer Charter

a. Customer Charter

- i. The Licensee shall prepare and submit to the Commission for its approval its Customer Charter.
- ii. The Customer Charter shall be in line with any guidelines issued by the Commission from time to time.
- iii. The Licensee shall amend the Customer Charter in accordance with any directions made by the Commission from time to time.
- iv. The Licensee may choose to amend the Customer Charter from time to time and shall submit any proposed amendments to the Commission for approval in advance.

b. Compliance, Reporting and Publishing Arrangements

- i. The Licensee shall comply with the Customer Charter that has been approved by the Commission.

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- ii. The Licensee shall prepare and submit to the Commission a Compliance Report upon request by the Commission. The format of the report shall be in line with any guidelines issued by the Commission from time to time.
- iii. Unless the Commission consents otherwise the Licensee shall publish the Customer Charter and make it available on their website.
- iv. Where the Licensee is a Supplier to Household Customers, the Licensee shall also ensure that they make the Customer Charter available in non-standard communication format upon request to any Household Customer suffering from a vision impairment.
- v. The Licensee shall make all their Household Customers aware of their Customer Charter at least once per annum by advising of their existence and providing details as to how these may be obtained.

3. Conditions which apply to the supply of all Final Customers

a. Terms and Conditions of Supply

- i. The Licensee must provide all Final Customers with a copy of the Licensee's terms and conditions applicable to their agreement with the Final Customer to supply Natural Gas.

b. Licensee's Codes of Practice

- i. Unless the Commission consents otherwise the Licensee shall prepare and submit to the Commission for its approval its Codes of Practice.
- ii. The Codes of Practice shall be in line with any guidelines issued by the Commission from time to time. (In certain instances, these guidelines may exclude defined categories of Customers)
- iii. The Licensee shall amend the Codes of Practice in accordance with any directions made by the Commission from time to time.
- iv. The Licensee may choose to amend the Codes of Practice from time to time and shall submit any proposed amendments to the Commission for approval in advance.

c. Compliance, Reporting and Publishing Arrangements

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- i. The Licensee shall comply with the Codes of Practice that have been approved by the Commission.
- ii. The Licensee shall prepare and submit to the Commission a Compliance Report upon request by the Commission. The format of the report shall be in line with any guidelines issued by the Commission from time to time.
- iii. Unless the Commission consents otherwise the Licensee shall publish the Codes of Practice and make them available on their website.

In this Condition:

“Codes of Practice”

means the Billing and Disconnection Codes of Practice, Marketing Code of Practice; Complaints Code of Practice; Prepayment Metering Code of Practice, Vulnerable Customer Code of Practice and any additional code of practice that the Commission may advise the Licensee that it is required to produce;

“Complaints Code of Practice”

means the Code of Practice in relation to the handling of customer complaints, which is required to be produced by the Licensee under this Condition 21;

“Compliance Report”

means the report on the Licensee’s compliance with its Codes of Practice and Customer Charters, which the Licensee shall be required to produce under this Condition 21;

“Customer Charter”

means the Customer Charter in relation to Household Customers and the Small Enterprises Customers which is required to be produced by the Licensee under this Condition 21;

“Marketing Code of Practice”

means the code of practice in relation to marketing of gas supply services, which is required to be produced by the Licensee under this Condition 21;

“Prepayment Metering Code of Practice”

means the Code of Practice in relation to the provision and operation of prepayment meters, which is required to be produced by the Licensee under this Condition 21;

“Vulnerable Customer”

means a household customer who is—

(a) critically dependent on electrically powered equipment, which shall include but is not limited to life protecting devices, assistive technologies to support independent living and medical equipment, or

(b) particularly vulnerable to disconnection during winter months for reasons of advanced age or physical, sensory, intellectual or mental health.

“Vulnerable Customer Code of Practice”

means the code of practice in relation to dealing with Vulnerable Customers, which is required to be produced by the Licensee under this Condition 21;

PROPOSED

Condition 22: Prohibition of tariffs that create incentives that may unnecessarily increase the volume of distributed or transmitted energy

1. The licensee shall ensure that their tariffs for the supply of natural gas do not create incentives that may unnecessarily increase the volume of distributed or transmitted energy.

PROPOSED

Condition 23: Regulatory Accounts

1. The Licensee shall maintain appropriate accounting records for the Supply Business in accordance with this Condition 23.
2. For the purposes of this Condition, the Licensee's financial year shall be determined as follows:
 - (a) the Licensee's first financial year shall run from (and include) the date of the grant of this Licence up to (and include) the last day of the Licensee's accounting period, provided that if the period between the date of the grant of this Licence and the last day of the Licensee's accounting period is three calendar months or less, then the Licensee's first financial year shall run from (and include) the date of the grant of this Licence up to (and include) the last day of the Licensee's next accounting period;
 - (b) each subsequent financial year shall run from the day immediately following the last day of the preceding accounting period up to (and including) the last day of the accounting period.
3. The remaining paragraphs of this Condition apply for the purpose of ensuring that the Licensee (and any affiliate or related undertaking of the Licensee) maintains accounting and reporting arrangements which enable separate accounts to be prepared for the Supply Business and showing the financial affairs of the Supply Business.
4. The Licensee shall in respect of each Separate Business:
 - (a) keep, or cause to be kept, such accounting records in accordance with the Companies Acts, 1963 to 2009, as would be required to be kept in respect of the Business if it were carried on by a separate company to which the Companies Acts, 1963 to 2009 apply, and, where appropriate, consolidated accounts for other activities, so that the revenues, costs, assets, liabilities, reserves and provisions of, or reasonably attributable to, the Business are separately identifiable in the books of the Licensee (and any Affiliate or Related Undertaking of the Licensee) from those of any other business of the Licensee and in accordance with the Regulatory Accounting Guidelines; and
 - (b) prepare on a consistent basis from such accounting records in respect of:

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- i. the first financial year and each subsequent financial year, accounting statements comprising a profit and loss account, a balance sheet and a cash flow statement, together with notes thereto, and showing separately in respect of each Separate Business and in appropriate detail any transactions with a value of €100,000 or more, or such other greater amount as may be specified by the Commission, from time to time, and any related transactions with an aggregated value of €100,000 or more per annum, or such other greater amount as may be specified by the Commission, from time to time, which the Licensee has conducted with any of its Affiliates or Related Undertakings, and the amounts of any revenue, cost, asset, liability, reserve or provision which has been either:
 - ii.
 - A. charged from or to any other business (whether or not a Separate Business) together with a description of the basis of that charge; or
 - B. determined by apportionment or allocation between any Separate Business and any other business (whether or not a Separate Business) together with a description of the basis of the apportionment or allocation; and
 - iii. the first 6 months of the second financial year of the Licensee and the first 6 months of each subsequent financial year, an interim profit and loss account; and
- (c) procure, in respect of the accounting statements prepared in accordance with this Condition (with the exception of interim accounts prepared in accordance with paragraph 6(b)(ii) of this Condition) in respect of a financial year, a report by the Auditors and addressed to the Commission stating whether in their opinion those statements have been properly prepared in accordance with this Condition and give a true and fair view of the revenues, costs, assets, liabilities, reserves and provisions of, or reasonably attributable to, the Separate Business to which the statements relate; and
- (d) deliver to the Commission a copy of the account referred to in sub-paragraph (b)(ii), the Auditors' report referred to in sub-paragraph (c), and the accounting statements referred to in sub-paragraph (b)(i), as soon as reasonably practicable, and in any event not later than three months after the end of the period to which it relates in the case of the account referred to in sub-paragraph (b)(ii), and six months after the end of the financial year to which they relate in the case of the accounting statements and Auditors' report referred to in sub-paragraphs (b)(i) and (c).

5. The Licensee shall not in relation to the accounting statements in respect of a financial year change the bases of charge, apportionment or allocation referred to in sub-paragraph (b)(i) of paragraph 6 from those applied in respect of the previous financial year, unless the Commission shall previously have issued directions for the purposes of this Condition directing the Licensee to change such bases in a manner set out in the directions or the Commission shall have given its prior approval to the change in such bases. The Licensee shall comply with any directions issued for the purposes of this Condition.
6. Where, in relation to the accounting statements in respect of a financial year, the Licensee has changed such bases of charge, apportionment or allocation from those adopted for the immediately preceding financial year, the Licensee shall, if so directed in directions issued by the Commission for the purposes of this Condition, in addition to preparing accounting statements on those bases which it has adopted, prepare such accounting statements on the bases which applied in respect of the immediately preceding financial year.
7. Accounting statements in respect of a financial year prepared under sub-paragraph (b)(i) of paragraph 6 shall, so far as reasonably practicable and unless otherwise approved by the Commission having regard to the purposes of this Condition:
 - (a) conform to the best commercial accounting practices including Statements of Accounting Practice and Financial Reporting Standards currently in force; and
 - (b) state the accounting policies adopted; and
 - (c) (with the exception of the part of such statements which show separately the amounts charged, apportioned or allocated and describe the bases of charge or apportionment or allocation respectively) be published with the annual accounts of the Licensee.
8. References in this Condition to costs or liabilities of, or reasonably attributable to any Separate Business, shall be construed as excluding taxation and capital liabilities, which do not relate principally to a particular Separate Business and interest thereon; and references to any accounting statement shall be construed accordingly.
9. In this Condition:

“accounting period”

means the period for which the Licensee prepares annual accounts under the Companies Acts, 1963 to 2009, provided that if the Licensee is not required to prepare annual accounts under the Companies Acts, 1963 to 2009, or is not a company within the meaning of the Companies Acts, 1963 to 2009, then the accounting period shall run from (and including) 1 January up to (and including) the following 31 December.

PROPOSED

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Condition 24: Duty to Offer Supply

1. This condition shall apply to holders of licences supplying natural gas to final customers in the domestic and to Industrial and Commercial (IC) business markets
2. Subject to the provisions of this Condition, and without prejudice to any of the Licensee's obligations and rights under any Natural Gas Legislation or this Licence, the Licensee shall, upon receipt of a request from a person who the Licensee is authorised to supply by this Licence and who is a Final Customer, as soon as is reasonably practicable:
 - a. offer to enter into a supply contract to supply Natural Gas to the premises in respect of which the supply is requested; and
 - b. where the terms offered are accepted by the Final Customer, give a supply of Natural Gas to those premises in accordance with the terms offered
3. The Licensee shall not be required by Paragraph 2 or by Condition 17 (Supplier of Last Resort) to give a supply of Natural Gas where:
 - a. the premises in question are not connected to a distribution or transmission pipeline;
 - b. the premises in question have been disconnected by a pipeline operator, or the supply of Natural Gas thereto has been discontinued at the request of a Supplier in accordance with the Licensee's code of practice on disconnection of Final Customers prepared in accordance with Condition 21 (Consumer Protection);
 - c. the Final Customer, having requested a supply of Natural Gas, declines to enter into a supply contract offered pursuant to paragraph 2
 - d. the Licensee or other Supplier is bound by the provisions of a supply contract in respect of the premises where the supply is requested and such supply contract will neither expire nor have been terminated by the date from which the Final Customer requires a supply of Natural Gas from the Licensee to commence;
 - e. the Licensee has been informed by the Relevant Transporter that compliance with the requirement in question would give rise to an abnormal risk affecting the safety of any person, land, building or other property;
 - f. it is not reasonable under the circumstances for the Licensee to be required to supply Natural Gas, provided that the Licensee shall:

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- i. refer any question as to whether the circumstances are reasonable to the Commission for determination promptly (and in any event no later than five working days after the Licensee's receipt of the request); and
 - ii. where the Licensee already supplies Natural Gas to the premises in respect of which supply is requested, give not less than three months notice of its intention to discontinue supply (or such shorter notice as has been approved by the Commission); or
- g. to do so would be likely to involve the Licensee in a contravention or breach of:
- i. any Natural Gas Legislation, or any Regulations made, consent or licence granted or obligation imposed thereunder;
 - ii. the Electricity Regulation Act of 1999; or
 - iii. any Code of Operations; or
 - iv. CER direction

2. In this Condition:

- a. "request" includes, to the extent that the Licensee so requires, the following information:
 - i. the premises in respect of which supply is required;
 - ii. the day on which the supply is required to commence; and
 - iii. the minimum period for which supply is required to be given;
- b. any reference to giving a supply of gas includes a reference to continuing to give such a supply and any reference to requesting a supply includes a reference to requesting such a supply to continue to be given; and
- c. "supply contract" means a contract as notified by the Commission from time to time for the supply of Natural Gas, which complies with the Licensee's obligations under this Licence.

SECTION B: CONDITIONS RELATING TO THE BOARD

Condition 23: Purchasing of Natural Gas

1. ~~The Licensee shall purchase Natural Gas at the best effective price reasonably obtainable having regard to:~~
 - ~~(a) the sources of supply available from time to time; and~~
 - ~~(b) any considerations liable to affect its ability to discharge its obligations under this Condition in the future, including the future security, reliability and diversity of sources of Natural Gas available for purchase.~~

PROPOSED

Condition 24: ~~Terms of Supply to Customers~~

- ~~1. Except where the Licensee is required to supply such Final Customers pursuant to a Supplier of Last Resort Direction issued in accordance with Condition 18 or legislation in force from time to time, the Licensee shall comply with any directions given by the Commission under this Condition as to the terms (including as to price) on which the Licensee may supply Natural Gas to Final Customers.~~
- ~~2. The Licensee shall publish the terms on which it supplies Natural Gas to Final Customers, unless the Commission consents otherwise.~~

PROPOSED

~~Condition 25: Regulatory Accounts~~

- ~~1. The Licensee shall maintain appropriate accounting records for the Supply Business in accordance with this Condition 24.~~
- ~~2. For the purposes of this Condition, the Licensee's financial year shall be determined as follows:
 - ~~(a) the Licensee's first financial year shall run from (and include) the date of the grant of this Licence up to (and include) the last day of the Licensee's accounting period, provided that if the period between the date of the grant of this Licence and the last day of the Licensee's accounting period is three calendar months or less, then the Licensee's first financial year shall run from (and include) the date of the grant of this Licence up to (and include) the last day of the Licensee's next accounting period;~~
 - ~~(b) each subsequent financial year shall run from the day immediately following the last day of the preceding accounting period up to (and including) the last day of the accounting period.~~~~
- ~~3. Without prejudice to the provisions of Section 17 of the Act, the remaining paragraphs of this Condition apply for the purpose of ensuring that the Licensee (and any Affiliate or Related Undertaking of the Licensee):
 - ~~(a) maintains accounting and reporting arrangements which enable separate accounts to be prepared for each Separate Business and show separately the financial affairs of each such Separate Business; and~~
 - ~~(b) makes available, in a form and to a standard reasonably satisfactory to the Commission, such regulatory accounting information as will:
 - ~~(i) enable the Commission and the public to assess the financial position of the Licensee and the financial performance of each Separate Business on a consistent basis, distinct from each other and any other business of the Licensee and its Affiliate or Related Undertakings; and~~
 - ~~(ii) assist the Commission to assess the Licensee's compliance with this Licence in respect of the financial relationship between the Licensee and its Affiliate or Related Undertakings.~~~~~~— unless the Commission consents otherwise.~~~~
- ~~4. The Licensee shall draw up in consultation with the Commission, publish and implement in a form approved by the Commission (such approval not to be unreasonably withheld), guidelines governing the format and content of regulatory accounting information and the basis on which it is to be prepared so as to fulfil the purpose set out in paragraph 3 (the "Regulatory Accounting Guidelines").~~

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~~5. The Licensee shall keep, and shall procure that any Affiliate keeps and, so far as it is able, procure that any Related Undertaking keeps the accounting records which each is required by Section 17(1) (b) of the Act or by the Companies Acts, 1963 to 2009 as amended to keep in such form as is necessary to enable the Licensee to comply with this Condition and the Regulatory Accounting Guidelines.~~

~~6. The Licensee shall in respect of each Separate Business:~~

~~(a) keep, or cause to be kept, such accounting records in accordance with the Companies Acts, 1963 to 2009, as would be required to be kept in respect of the Business if it were carried on by a separate company to which the Companies Acts, 1963 to 2009 apply, and, where appropriate, consolidated accounts for other activities, so that the revenues, costs, assets, liabilities, reserves and provisions of, or reasonably attributable to, the Business are separately identifiable in the books of the Licensee (and any Affiliate or Related Undertaking of the Licensee) from those of any other business of the Licensee and in accordance with the Regulatory Accounting Guidelines; and~~

~~(b) prepare on a consistent basis from such accounting records in respect of:~~

~~(i) the first financial year and each subsequent financial year, accounting statements comprising a profit and loss account, a balance sheet and a cash flow statement, together with notes thereto, and showing separately in respect of each Separate Business and in appropriate detail any transactions with a value of €100,000 or more, or such other greater amount as may be specified by the Commission, from time to time, and any related transactions with an aggregated value of €100,000 or more per annum, or such other greater amount as may be specified by the Commission, from time to time, which the Licensee has conducted with any of its Affiliates or Related Undertakings, and the amounts of any revenue, cost, asset, liability, reserve or provision which has been either:~~

~~A. charged from or to any other business (whether or not a Separate Business) together with a description of the basis of that charge; or~~

~~B. determined by apportionment or allocation between any Separate Business and any other business (whether or not a Separate Business) together with a description of the basis of the apportionment or allocation; and~~

~~(ii) the first 6 months of the second financial year of the Licensee and the first 6 months of each subsequent financial year, an interim profit and loss account; and~~

~~(c) procure, in respect of the accounting statements prepared in accordance with this Condition (with the exception of interim accounts prepared in~~

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~~accordance with paragraph 6(b)(ii) of this Condition) in respect of a financial year, a report by the Auditors and addressed to the Commission stating whether in their opinion those statements have been properly prepared in accordance with this Condition and give a true and fair view of the revenues, costs, assets, liabilities, reserves and provisions of, or reasonably attributable to, the Separate Business to which the statements relate; and~~

~~(d) deliver to the Commission a copy of the account referred to in sub-paragraph (b)(ii), the Auditors' report referred to in sub-paragraph (c), and the accounting statements referred to in sub-paragraph (b)(i), as soon as reasonably practicable, and in any event not later than three months after the end of the period to which it relates in the case of the account referred to in sub-paragraph (b)(ii), and six months after the end of the financial year to which they relate in the case of the accounting statements and Auditors' report referred to in sub-paragraphs (b)(i) and (c).~~

~~7. The Licensee shall not in relation to the accounting statements in respect of a financial year change the bases of charge, apportionment or allocation referred to in sub-paragraph (b)(i) of paragraph 6 from those applied in respect of the previous financial year, unless the Commission shall previously have issued directions for the purposes of this Condition directing the Licensee to change such bases in a manner set out in the directions or the Commission shall have given its prior approval to the change in such bases. The Licensee shall comply with any directions issued for the purposes of this Condition.~~

~~8. Where, in relation to the accounting statements in respect of a financial year, the Licensee has changed such bases of charge, apportionment or allocation from those adopted for the immediately preceding financial year, the Licensee shall, if so directed in directions issued by the Commission for the purposes of this Condition, in addition to preparing accounting statements on those bases which it has adopted, prepare such accounting statements on the bases which applied in respect of the immediately preceding financial year.~~

~~9. Accounting statements in respect of a financial year prepared under sub-paragraph (b)(i) of paragraph 6 shall, so far as reasonably practicable and unless otherwise approved by the Commission having regard to the purposes of this Condition:~~

~~(a) conform to the best commercial accounting practices including Statements of Accounting Practice and Financial Reporting Standards currently in force; and~~

~~(b) state the accounting policies adopted; and~~

~~(c) (with the exception of the part of such statements which show separately the amounts charged, apportioned or allocated and describe the bases of charge or apportionment or allocation respectively) be published with the annual accounts of the Licensee.~~

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~~10. References in this Condition to costs or liabilities of, or reasonably attributable to any Separate Business, shall be construed as excluding taxation and capital liabilities, which do not relate principally to a particular Separate Business and interest thereon; and references to any accounting statement shall be construed accordingly.~~

~~11. In this Condition:~~

~~—“accounting period”~~

~~means the period for which the Licensee prepares annual accounts under the Companies Acts, 1963 to 2009, provided that if the Licensee is not required to prepare annual accounts under the Companies Acts, 1963 to 2009, or is not a company within the meaning of the Companies Acts, 1963 to 2009, then the accounting period shall run from (and including) 1 January up to (and including) the following 31 December.~~

Condition 26: ~~Ring-fencing of the Shipping and Supply Business and Restriction on Use of Certain Information~~

- ~~1. Without prejudice to the need for the Licensee to comply with the introduction of any and all future statutory provisions arising from the transposition of Directive 2009/73/EC into Irish law, the Licensee shall designate one division to exercise the functions of both the Supply Business and the Shipping Business. For the purposes of this Condition, this division will be called "the Shipping and Supply Business", and for the purposes of this Condition, the Supply Business and the Shipping Business will not be considered as separate activities.~~
- ~~2. The Licensee shall establish and shall thereafter maintain the full managerial and operational independence of the Shipping and Supply Business from each other business of the Licensee and of its Affiliates and Related Undertakings.~~
- ~~3. Subject to paragraph 4, the Licensee shall ensure that no information relating to, or derived from, the Shipping and Supply Business is disclosed for the benefit of, or used for the purposes of, any other Separate Business.~~
- ~~4. Paragraph 3 shall not apply in so far as:
 - ~~a. the Commission so consents;~~
 - ~~b. the Licensee is expressly permitted or required to disclose that information under the terms of any agreement or arrangement (including any Code of Operations) with the relevant person to whose affairs such information relates;~~
 - ~~c. the information is in the public domain (otherwise than in consequence of a contravention of any Condition of this Licence);~~
 - ~~d. the information has been published or is to be disclosed:
 - ~~i. pursuant to any Condition of this Licence; or~~
 - ~~ii. in compliance with any requirement imposed on the Licensee by or under any Natural Gas Legislation or any other requirement of law; or~~
 - ~~iii. the information is disclosed pursuant to any judicial or other arbitral process or tribunal of competent jurisdiction.~~~~~~
- ~~5. Except in so far as the Commission consents to the Licensee not doing so, the Licensee shall take all steps necessary to ensure compliance with paragraph 2 and all necessary precautions against the risk of failure to comply with paragraph 3 including:~~

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- ~~a. restrictions on the communication of information to persons engaged in any other Separate Business.~~
 - ~~b. Restrictions on use or access to (for any purpose whatsoever) any assets of the Shipping and Supply Business, or recorded information relating to the Shipping and Supply Business, by persons engaged in any other Separate Business, and for the purposes of this paragraph, "asset" shall include (without limitation) any information systems, software, hardware, electronic systems, equipment, materials, resources, intellectual property, telephone numbers or lines, mobile telephones, email systems or addresses, websites or computer services; and~~
 - ~~c. not without the prior approval of the Commission engaging in any capacity whatsoever in the Shipping and Supply Business any person who has worked in any other Separate Business at any time during the previous three months.~~
- ~~6. Without prejudice to paragraph 5:~~
- ~~a. the Licensee shall ensure that, except in so far as the Commission consents, no person engaged in any other Separate Business shall have use of or access to (for any purposes whatsoever) any premises used by the Shipping and Supply Business;~~
 - ~~b. the Licensee shall ensure that, except in so far as the Commission consents, no employee, officer, agent or consultant of the Shipping and Supply Business solicits information from, or discloses or uses information obtained from, any Separate Business where such information may confer a competitive advantage on the Shipping and Supply Business, unless the information is made available to competing undertakings on comparable terms; and~~
 - ~~c. the Licensee shall ensure that, except in so far as the Commission consents, the Shipping and Supply Business shall not market its services or products in conjunction with any other Separate Business.~~
- ~~7. The Licensee shall no later than three months after this Licence has come into force prepare and publish a statement in a form approved by the Commission setting out the practices, procedures and systems which the Licensee has adopted (or intends to adopt) to ensure its compliance with the obligations set out in this Condition.~~
- ~~8. The Licensee may periodically revise the information set out in and, with the approval of the Commission, alter the form of the statement prepared in accordance with paragraph 7 and shall, at least once in every year during which this Licence is in force, review such statement in order that the information set out therein shall continue to be accurate in all material respects.~~

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- ~~9. The Licensee shall send a copy of the statement prepared in accordance with paragraph 7, and of each revision of such statement in accordance with paragraph 8, to the Commission.~~
- ~~10. The Licensee shall provide the Commission with any information or access to information the Commission may deem necessary in relation to the ring-fencing of the Shipping and Supply Business.~~
- ~~11. The Licensee shall (and shall ensure that its Affiliates and Related Undertakings shall) comply with any directions as may from time to time be issued by the Commission requiring the Licensee (or its Affiliates and Related Undertakings) to take such steps or desist from such action as the Commission considers appropriate to secure compliance with this Condition.~~

PROPOSED

Condition 27: ~~Compliance Officer~~

- ~~1. If so directed by the Commission, the Licensee shall, with the prior approval of the Commission, appoint a competent person (hereafter referred to as "the Compliance Officer") for the purpose of facilitating compliance by the Licensee with the relevant duties.~~
- ~~2. The role of the Compliance Officer shall be to facilitate compliance by the Licensee with the relevant duties.~~
- ~~3. The Licensee shall procure that the Compliance Officer shall report exclusively to the Chief Executive Officer and the board of directors of the Licensee on compliance matters.~~
- ~~4. The Licensee shall procure that the Compliance Officer shall hold the position for a minimum period of two years unless otherwise approved by the Commission.~~
- ~~5. The Licensee shall procure that the Compliance Officer:~~
 - ~~a. is provided with such staff, premises, equipment, facilities and other resources; and~~
 - ~~b. has such access to its premises, systems, information and documentation, as the Compliance Officer might reasonably expect to require for the fulfilment of the duties and tasks assigned.~~
- ~~6. The duties and tasks assigned to the Compliance Officer shall include:~~
 - ~~a. providing relevant advice and information to the Licensee for the purpose of ensuring its compliance with the relevant duties;~~
 - ~~b. recommending and establishing practices, procedures and systems to ensure the Licensee's compliance with the relevant duties;~~
 - ~~c. monitoring the effectiveness of the practices, procedures and systems adopted by the Licensee to ensure its compliance with the relevant duties;~~
 - ~~d. investigating any complaint or representation made available to him/her in accordance with paragraph 7;~~
 - ~~e. recommending and advising upon the remedial action, which any such investigation has demonstrated to be necessary or desirable;~~
 - ~~f. providing relevant advice and information to the Licensee for the purpose of ensuring its effective implementation of:~~

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- ~~i. the practices, procedures and systems adopted by the Licensee to ensure its compliance with the relevant duties;~~
 - ~~ii. any remedial action recommended in accordance with sub-paragraph (d); and~~
- ~~g. reporting annually to the board of directors of the Licensee in respect of each year after this Condition comes into force as to the Compliance Officer's activities and the Licensee's compliance with the relevant duties during the period covered by the report.~~
- ~~7. The Licensee shall make available to the Compliance Officer a copy of any complaint or representation received by it from any person in respect of a matter arising under or by virtue of the relevant duties.~~
- ~~8. As soon as is reasonably practicable following each annual report of the Compliance Officer, the Licensee shall produce a report:
 - ~~a. as to its compliance during the relevant year with the relevant duties, (which shall include a copy of the report of the Compliance Officer in accordance with paragraph 6(g)); and~~
 - ~~b. as to its implementation of the practices, procedures and systems adopted to ensure such compliance.~~~~
- ~~9. The report produced in accordance with paragraph 8 shall in particular:
 - ~~a. detail the activities of the Compliance Officer during the relevant year;~~
 - ~~b. refer to such other matters as are or may be appropriate in relation to the implementation of the practices, procedures and systems adopted to ensure compliance with the relevant duties; and~~
 - ~~c. set out the details of any investigations conducted by the Compliance Officer, including:
 - ~~i. the number, type and source of the complaints or representations on which such investigations were based;~~
 - ~~ii. the outcome of such investigations; and~~
 - ~~iii. any remedial action taken by the Licensee following such investigations.~~~~~~
- ~~10. The Licensee shall submit to the Commission:~~

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~~a. a copy of the report produced in accordance with paragraph 8; and~~

~~b. a version of the report produced in accordance with paragraph 8 from which Commercially Sensitive Information has been excised and which is fit for publication by the Commission, and shall give or send a copy of that version of the report to any person who requests such a copy.~~

~~11. Subject to the approval of the Commission the Compliance Officer may simultaneously hold any other role as the Licensee may request.~~

~~12. For the avoidance of doubt, the Compliance Officer may simultaneously hold the role of Compliance Officer in the Licensee's Natural Gas Shipping Business.~~

~~13. In this Condition:~~

~~"relevant duties" means:~~

~~a. the Licensee's obligations and duties under this Licence; and~~

~~b. any other obligation or duty under the Act notified to the Licensee by the Commission for the purposes of this Condition.~~

~~Condition 28: Prohibition of Cross-Subsidisation~~

- ~~1. The Licensee shall ensure that those parts of the Shipping Business and Supply Business which are not subject to Condition 23 do not give any direct or indirect cross-subsidy to, or receive any direct or indirect cross-subsidy from, any other business or part of a business of the Licensee or of any Affiliate or Related Undertaking of the Licensee (whether or not another a Separate Business).~~
- ~~2. Where the Commission is satisfied that cross-subsidisation of the type described in paragraph 1 is taking place or has taken place, the Licensee shall take such steps, as directed by the Commission, as are necessary to ensure compliance with paragraph 1.~~
- ~~3. Nothing which the Licensee is required to do or not do pursuant to this Licence or any other natural gas licence shall be regarded as a cross-subsidy for the purposes of this Condition.~~
- ~~4. The Licensee may seek from the Commission derogation from any requirement of this Condition that would impede the integration of the Supply Business and Shipping Business and such other Separate Business as decided by the Commission from time to time.~~
- ~~5. Any question arising as to:
 - ~~a. what constitutes a cross-subsidy; or~~
 - ~~b. what constitutes a business or part of a business~~~~

~~for the purpose of this Condition shall be determined by the Commission.~~

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~~Condition 29: Duty of Non-Discrimination~~

- ~~1. This Condition 28 shall apply only in so far as Condition 23 applies to the Licensee.~~
- ~~2. The Licensee shall not, in supplying or offering terms for the supply of Natural Gas:
 - ~~a. show undue preference to any person (or class of persons); or~~
 - ~~b. exercise undue discrimination between any persons (or classes of person).~~~~
- ~~3. In determining, for the purposes of this Condition, whether any persons constitute a class of person, due regard shall be had to the circumstances of supply to such persons including (without limitation) volumes, load factors, conditions of interruptibility, location of premises being supplied and date and duration of the supply contract.~~
- ~~4. The Licensee shall prepare and submit to the Commission for its approval the Licensee's standard terms and conditions for the Supply of Natural Gas applicable in relation to all persons (or classes of person) as required by the Commission.~~
- ~~5. In this condition:
"terms" means all the terms on which a supply of Natural Gas is offered or provided, including the basis on which the costs of Natural Gas purchased under Natural Gas supply contracts are recovered from different Customers or classes of Customer and other terms affecting the actual or effective price, which significantly affect the evaluation of that supply.~~

Condition 31: ~~Duty to Offer Supply~~

- ~~3. Subject to the provisions of this Condition, and without prejudice to any of the Licensee's obligations and rights under any Natural Gas Legislation or this Licence, the Licensee shall, upon receipt of a request from a person who the Licensee is authorised to supply by this Licence and who is a Final Customer, as soon as is reasonably practicable:~~
- ~~a. offer to enter into a supply contract to supply Natural Gas to the premises in respect of which the supply is requested; and~~
 - ~~b. where the terms offered are accepted by the Final Customer, give a supply of Natural Gas to those premises in accordance with the terms offered.~~
- ~~4. The Licensee shall not be required by Paragraph 1 or by Condition 17 (Supplier of Last Resort) to give a supply of Natural Gas where:~~
- ~~a. the premises in question are not connected to a distribution or transmission pipeline;~~
 - ~~b. the premises in question have been disconnected by a pipeline operator, or the supply of Natural Gas thereto has been discontinued at the request of a Supplier in accordance with the Licensee's code of practice on disconnection of Final Customers prepared in accordance with Condition 21 (Consumer Protection);~~
 - ~~c. the Final Customer, having requested a supply of Natural Gas, declines to enter into a supply contract offered pursuant to paragraph 1~~
 - ~~d. the Licensee or other Supplier is bound by the provisions of a supply contract in respect of the premises where the supply is requested and such supply contract will neither expire nor have been terminated by the date from which the Final Customer requires a supply of Natural Gas from the Licensee to commence;~~
 - ~~e. the Licensee has been informed by the Relevant Transporter that compliance with the requirement in question would give rise to an abnormal risk affecting the safety of any person, land, building or other property;~~
 - ~~h. it is not reasonable under the circumstances for the Licensee to be required to supply Natural Gas, provided that the Licensee shall:~~
 - ~~i. refer any question as to whether the circumstances are reasonable to the Commission for determination promptly (and in any event no later than five working days after the Licensee's receipt of the request); and~~

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- ~~ii. where the Licensee already supplies Natural Gas to the premises in respect of which supply is requested, give not less than three months notice of its intention to discontinue supply (or such shorter notice as has been approved by the Commission); or~~
- ~~i. to do so would be likely to involve the Licensee in a contravention or breach of:~~
 - ~~v. any Natural Gas Legislation, or any Regulations made, consent or licence granted or obligation imposed thereunder;~~
 - ~~vi. the Electricity Regulation Act of 1999; or~~
 - ~~vii. any Code of Operations; or~~
 - ~~viii. CER direction~~

~~5. In this Condition:~~

- ~~a. "request" includes, to the extent that the Licensee so requires, the following information:~~
 - ~~i. the premises in respect of which supply is required;~~
 - ~~ii. the day on which the supply is required to commence; and~~
 - ~~iii. the minimum period for which supply is required to be given;~~
- ~~b. any reference to giving a supply of gas includes a reference to continuing to give such a supply and any reference to requesting a supply includes a reference to requesting such a supply to continue to be given; and~~
- ~~c. "supply contract" means a contract as notified by the Commission from time to time for the supply of Natural Gas, which complies with the Licensee's obligations under this Licence.~~

SCHEDULE 1

Right of Commission to Revoke the Licence

1. The Commission may at any time revoke this Licence by not less than 30 days' notice in writing to the Licensee:
 - a. if the Licensee agrees in writing with the Commission that this Licence should be revoked;
 - b. if any amount payable under a Levy Order is unpaid 30 days after it has become due and remains unpaid for a period of 14 days after the Commission has given the Licensee notice in writing that the payment is overdue, provided that no such notice shall be given earlier than the 16th day after the day on which the amount payable became due;
 - c. if the Licensee fails to comply with a direction under Section 16 of the Act, a direction under Section 24 of the Electricity Regulation Act of 1999, a determination under Section 25 of the Electricity Regulation Act of 1999 or an order under Section 26 of the Electricity Regulation Act of 1999 and (in respect of any of these cases) such failure is not rectified to the satisfaction of the Commission within such period as the Commission may determine, after the Commission has given notice of such failure to the Licensee, provided that in respect of a direction under Section 24 of the Act of 1999, no such notice shall be given by the Commission before the expiration of the period within which representations or objections under Section 24 of the Electricity Regulation Act of 1999 could be made questioning a direction under Section 24 of the Electricity Regulation Act of 1999 or before the proceedings relating to any such representations or objections are finally determined;
 - d. if the Licensee fails to comply with any order made by the Minister under Section 21 of the Act;
 - e. if the Licensee has been, is, or is likely to be in breach of a Relevant Safety Requirement and the Commission is satisfied that, as a result, the Licensee is no longer a fit and proper person to hold this Licence;
 - f. if the Licensee:
 - i. is unable to pay its debts (within the meaning of Section 214 of the Companies Act, 1963) or if it enters into any scheme of arrangement (other than for the purpose of reconstruction or amalgamation upon terms and within such period as may previously have been approved in writing by the Commission); or

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- ii. has a receiver or an examiner within the meaning of Section 1 of the Companies (Amendment) Act, 1990, of the whole or any material part of its assets or undertaking appointed; or
 - iii. passes any resolution for winding-up other than a resolution previously approved in writing by the Commission; or
 - iv. becomes subject to an order for winding up by a court of competent jurisdiction; or
 - v. is dissolved, declared bankrupt or being of unsound mind;
- g. if:
- i. there is a change in the control of the Licensee for the purposes of Condition 7 (Change in control of the Licensee); and
 - ii. the Commission is satisfied that, as a result of that change in control, the new shareholder does not have adequate technical, financial or managerial strength, taking into account the size of its shareholding in the Licensee; and
 - iii. the Commission serves notice on the Licensee stating that the Commission proposes to revoke this Licence in pursuance of this paragraph unless such further change in control of the Licensee as is specified in the notice takes place within the period of two months beginning with the date of service of the notice; and
 - iv. that further change does not take place within that period;
- h. if the Licensee ceases to carry on the Supply Business for a period of 6 months except where the Commission is satisfied that this has occurred as a result of events beyond the reasonable control of the Licensee in which case the Commission shall substitute such longer period as it, in its sole discretion, considers reasonable in all the circumstances;
- i. if the Licensee has not commenced carrying on the Supply Business within 6 months of the date this Licence comes into force except where the Commission is satisfied that this has occurred as a result of events beyond the reasonable control of the Licensee in which case the Commission shall substitute such longer period as it, in its sole discretion, considers reasonable in all the circumstances; or
2. if the Licensee fails to notify the Commission of a change in control of the Licensee as required by Condition 7 (Change in control of Licensee).

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3. For the purposes of paragraph 1(f) (i) of this Schedule, Section 214 of the Companies Act, 1963 shall have effect as if for "€1,269.74" there was substituted "€65,000" or such higher figure as the Commission may from time to time determine by notice in writing to the Licensee.

PROPOSED