

2014 No. 60

GAS

**The Gas (Individual Standards of Performance) Regulations
(Northern Ireland) 2014**

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Coming into operation -

1st April 2014

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SCHEDULE 1

- PART 1** — Prescribed periods and prescribed sums applicable to all gas suppliers and gas conveyors

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SCHEDULE 2 — Standards of Performance – Practice and Procedures for Determinations

The Northern Ireland Authority for Utility Regulation^(a) (the Authority) makes the following Regulations in exercise of the powers conferred by sections 1 and 2 of the Energy Act (Northern Ireland) 2011^(b).

In accordance with section 4(1)(a) of that Act, the Authority arranged for such research as it considered appropriate with a view to discovering the views of a representative sample of persons likely to be affected and considered the results.

In accordance with section 4(1)(b) of that Act, the Authority has consulted with such persons and bodies as appear to the Authority to be representative of persons likely to be affected by these Regulations.

In accordance with section 1 of that Act, the Authority has obtained the consent of the Department of Enterprise, Trade and Investment to make these Regulations.

PART 1

General

Citation and commencement

1. These Regulations may be cited as the Gas (Individual Standards of Performance) Regulations (Northern Ireland) 2014 and shall come into operation on 1st April 2014.

Interpretation

2.—(1) In these Regulations, unless the context otherwise requires—

“accurate” means

- (a) in respect of a standard quotation for the provision of a connection up to and including 275kWh per hour within 5% or £150 (whichever is greater) of the correct amount as calculated in accordance with the relevant gas conveyer’s connection charging statement issued in accordance with its licence; or
- (b) in respect of a non-standard quotation for the provision of a connection up to and including 275kWh per hour within 5% or £150 (whichever is the greater) of the correct amount as calculated in accordance with the relevant gas conveyer’s connection charging statement issued in accordance with its licence; or
- (c) in respect of a non-standard quotation for the provision of a connection greater than 275kWh per hour within 5% or £300 (whichever is the greater) of the correct amount as calculated in accordance with the relevant gas conveyer’s connection charging statement issued in accordance with its licence;

“the Act” means the Energy Act (Northern Ireland) 2011;

(a) The Northern Ireland Authority for Energy Regulation was established under Article 3 and Schedule 1 of the Energy (Northern Ireland) Order 2003 (2003/419 (N.I.6)). Name amended to the Northern Ireland Authority for Utility Regulation under Article 3(1) of the Water and Sewerage Services (Northern Ireland) Order 2006 (2006/3336 (N.I.21))

(b) 2011 c.6

“apparent authority” means that the name and address of the customer have been provided to the relevant operator together with confirmation that the relevant person is acting on behalf of the customer;

“applicable date” means, in relation to each occasion upon which a regulation applies, the day upon which that regulation first applies, or, where a prescribed period in a paragraph of a regulation is expressed in hours, the time on that day when that regulation first applies;

“appropriate meter” means a meter stamped in accordance with the provisions of Article 22 of the Gas Order or regulations made pursuant to that section;

“the Authority” means the Northern Ireland Authority for Utility Regulation established under the Energy (Northern Ireland) Order 2003(a);

“complex connection” means a connection of sufficient complexity as described in a statement issued from time to time by the relevant gas conveyor pursuant to its licence and agreed with the Authority after such consultation as the Authority directs;

“connection” means the provision of pipe-work from the gas pipe-line system of the relevant gas conveyor to the emergency control valve at the relevant premises;

“the Council” means the Consumer Council for Northern Ireland established under the General Consumer Council (Northern Ireland) Order 1984(b);

“customer” means an owner or occupier of premises in Northern Ireland who is supplied or requires to be supplied with gas conveyed to those premises through pipes;

“domestic customer” means a customer supplied or requiring to be supplied with gas at domestic premises (but excluding such customer in so far as he is supplied or requires to be supplied at premises other than domestic premises);

“domestic development” means a development of at least 5 new build domestic premises where there is no existing connection to the relevant gas conveyor’s pipe-line system;

“domestic premises” means premises at which a supply is taken or to be taken wholly or mainly for domestic purposes;

“excluded connection” means a connection described as such in a statement issued from time to time by the relevant gas conveyor pursuant to its licence and agreed with the Authority after such consultation as the Authority directs;

“gas conveyor” means the holder of a licence under Article 8(1)(a) of the Gas Order who is, pursuant to that licence, designated as a distribution system operator;

“the Gas Order” means the Gas (Northern Ireland) Order 1996(c);

“gas supplier” means, in relation to any premises, the holder of a licence under Article 8(1)(c) of the Gas Order who supplies to those premises gas which is conveyed thereto (or, where the premises are secondary sub-deduct premises, to the relevant primary sub-deduct premises) by a gas conveyor;

“incorrect meter” means any gas meter other than the gas meter which, for the period of the relevant bill, was measuring the quantity of gas supplied to the relevant premises;

“margins of error” means, in relation to a meter, its operation outside the standards prescribed pursuant to the Measuring Instruments (Gas Meters) Regulations 2006(d);

“non-domestic customer” means any customer other than a domestic customer;

“non-domestic development” means a development of at least 5 new build non-domestic premises where there is no existing connection to the relevant gas conveyor’s pipe-line system;

“non-domestic premises” means any premises other than domestic premises;

(a) S.I. 2003/419 (N.I.6) as amended by S.I. 2006/3336 (N.I.21)

(b) S.I. 1984/1822 (N.I.12)

(c) S.I. 1996/275 (N.I.2)

(d) S.I. 2006/2647

“non-standard quotation” means a quotation which requires a site visit but excluding a self-quote;

“pay” includes crediting the account of the customer for charges incurred or to be incurred in respect of the supply of gas or in respect of the provision of any gas meter, and payment shall be construed accordingly;

“overcharge” means any sum exceeding the correct amount as calculated in accordance with the relevant gas conveyor’s connection charging statement issued in accordance with its licence;

“pipe-line system” means pipes upstream of any emergency control valve owned by the relevant gas conveyor and used for the purpose of conveying gas;

“prescribed period” means in relation to any paragraph or sub-paragraph of these Regulations the period specified in column 2 of Part 1 of Schedule 1 opposite the reference to that paragraph or sub-paragraph in column 1 of Part 1 of Schedule 1;

“prescribed sum” means where the customer is a domestic customer the amount specified in column 3 of Part 1 of Schedule 1, or where the customer is a non-domestic customer the amount specified in column 4 of Part 1 of Schedule 1;

“primary sub-deduct premises” means premises to which gas is conveyed by a gas conveyor before being conveyed to secondary sub-deduct premises;

“published accuracy scheme” means a scheme, including a process through which a customer can challenge whether it has received an accurate quotation, published by the relevant gas conveyor pursuant to its licence as agreed from time to time with the Authority;

“quotation” means a cost estimate for a connection;

“relevant event” means the occurrence as a result of which a regulation applies;

“relevant gas conveyor” means, in relation to a customer, the gas conveyor to whose pipe-line system the premises of the customer are directly connected, or who has an obligation to permit a connection to those premises in accordance with its licence or in relation to secondary sub-deduct premises, the gas conveyor to whose pipe-line system the primary sub-deduct premises are directly connected, or would be directly connected in accordance with its licence;

“relevant operator” means the relevant gas conveyor or gas supplier according to the circumstances of the relevant customer’s case;

“secondary sub-deduct premises” means premises to which gas is conveyed in pursuance of an exemption from Article 6(1)(a) of the Gas Order granted under Article 7 of the Gas Order, for supply by the gas supplier;

“self-quote” means a quotation produced by the customer for the provision of a new connection or alteration of an existing connection in accordance with any conditions published by the relevant gas conveyor to enable the customer to calculate the cost of those works;

“specified time” means—

(a) unless sub-paragraph (b) applies, a part (which has been specified by the relevant operator) of a day (which has also been specified by the relevant operator) within the prescribed period from the applicable date, being either a part which falls wholly between eight thirty in the morning and one o’clock in the afternoon or wholly between noon and five o’clock in the afternoon; or

(b) such part of a day (whether or not within that period) as is requested by the customer and agreed with the relevant operator such agreement not to be unreasonably withheld,

provided that—

(i) a part of a day may be a specified time for the purpose of a regulation notwithstanding that it was requested, agreed or specified prior to the time at which that regulation first applied; and

(ii) the gas supplier shall not be obliged to agree part of a day which is not the part of the day between eight thirty in the morning and one o’clock in the afternoon or between noon and five o’clock in the afternoon;

“standard quotation” means a standard quotation (excluding a self-quote) that does not require a site visit as defined in the connection charges statement issued from time to time by the relevant gas conveyer in accordance with its licence;

“substantial completion” means that the connection to the premises has been installed, commissioned and left safe;

“working day” means any day other than a Saturday, a Sunday, and any other non-working day of a gas conveyer or supplier. The non-working days are listed as:

- New Year’s Day*
- St Patrick’s Day*
- Easter Monday
- Easter Tuesday
- Early May Day
- Late May Day
- 12th July*
- 13th July*
- Late August Holiday
- Christmas Eve*
- Christmas Day*
- Boxing Day*

*When the usual date falls on a Saturday or Sunday, the ‘substitute day’ is normally the following Monday. For example in 2013, St Patrick’s Day was Sunday 17 March, so the substitute bank holiday was Monday, 18 March; and

“working hours” means the period between the hours specified in Part 2 of Schedule 1.

(2) For the purpose of these Regulations—

- (a) where more than one person is a customer in respect of particular premises, a notice given by a relevant operator to one person who is a customer in respect of those premises shall be a sufficient notice to any other person who is a customer in respect of those premises at the time the notice is given;
- (b) where a person is a customer in respect of more than one premises, a reference in a regulation to “customer” is a reference to that person in respect of each of the premises in relation to which he is a customer to which the regulation applies;
- (c) any reference to the dispatch by a relevant operator of an explanation or reply within a particular period shall not require that the explanation or reply (if in writing) is received by the customer within that period and shall be satisfied if the relevant operator provides the explanation or reply orally to the customer within that period;
- (d) any reference to a customer shall (except in relation to the entitlement to any payment due from a relevant operator under these Regulations) include any person having apparent authority to represent the customer unless the context otherwise requires.

PART II

Gas supplier’s and gas conveyer’s individual standards of performance

Meter disputes

3.—(1) This regulation applies where a gas conveyer is notified by a domestic customer or by the gas supplier in respect of the premises of a domestic customer—

- (a) that the customer considers that an appropriate meter is or may have been operating outside the margins of error; or
- (b) that circumstances exist which a gas conveyer might reasonably expect to have been caused by the appropriate meter operating outside the margins of error.

(2) Where this regulation and paragraph (3) apply, and the gas conveyer fails within the prescribed period from the applicable date to offer to visit the customer's premises to investigate the matter during a specified time the gas conveyer shall, except in any of the circumstances described in paragraph (5), pay to the customer the prescribed sum.

(3) This paragraph applies where the gas conveyer is reasonably satisfied that he is unable to provide an explanation to the customer of the probable reason for the matters notified under paragraph (1) without visiting the customer's premises.

(4) Where this regulation applies and the gas conveyer—

- (a) where paragraph (3) applies, fails to visit the customer's premises during the specified time at which the gas conveyer has offered to visit the customer under paragraph (2), he shall pay to the customer the prescribed sum; or
- (b) where paragraph (3) does not apply, fails to dispatch to the customer an explanation of the probable reason for the matter notified under paragraph (1) within the prescribed period from the receipt of the notification he shall pay to the customer the prescribed sum,

except in either case in any of the circumstances described in paragraph (5).

(5) The circumstances described in this paragraph are each of the circumstances described in regulation 15 provided that, in relation to paragraph (6) of that regulation, the gas conveyer or gas supplier gave the customer not less than one working days prior warning (whether or not in writing) that he would be unable to visit during the specified time or the circumstances referred to in that paragraph occurred at a time when it was not reasonably practicable to give such a warning.

(6) Where a gas supplier is notified by a domestic customer to whose premises that gas supplier supplies gas—

- (a) that the customer considers that an appropriate meter is or may have been operating outside the margins of error; or
- (b) that circumstances exist which a gas supplier might reasonably expect to have been caused by the appropriate meter operating outside the margins of error,

the gas supplier shall notify the relevant gas conveyer of the details notified to the gas supplier by the relevant customer within the prescribed period.

(7) If the gas supplier fails, in the circumstances described in paragraph (1), within the prescribed period to notify the gas conveyer of the relevant details it shall, except in any of the circumstances described in regulation 3(5), pay to the customer the prescribed sum.

Meter mix-ups

4.—(1) This regulation applies where a customer is billed an incorrect amount by his gas supplier in respect of gas supplied to that customer's premises as a result of—

- (a) the gas supplier calculating the amount billed by reference to an incorrect meter; and
- (b) such reference to an incorrect meter arising as the result of the relevant gas conveyer having informed the gas supplier that an incorrect meter should be used for ascertaining the quantity of gas supplied to the relevant premises of the customer.

(2) Where this regulation applies, the gas conveyer referred to in paragraph (1)(b) shall pay to the customer referred to in paragraph (1) the prescribed sum.

Pre-payment meters

5.—(1) This regulation applies where a gas conveyer is notified by—

- (a) a domestic customer who takes his supply through a pre-payment meter; or

- (b) the gas supplier in respect of the premises of a domestic customer who takes his supply through a pre-payment meter,

that the domestic customer's pre-payment meter is not operating so as to permit a supply to the customer's premises in the manner for which the pre-payment meter was designed, or of circumstances suggesting that the pre-payment meter is not so operating.

(2) For the purposes of paragraph (1), where information is received by a gas conveyor outside working hours it shall be deemed to have been received at the commencement of the next following period of working hours.

(3) Where, within the prescribed period from the applicable date, an appropriate person fails to attend at the premises where the pre-payment meter is installed in order to repair or replace the pre-payment meter so as to permit a supply in the manner for which it was designed, the gas conveyor shall, except in any of the circumstances described in paragraph (4), pay to the customer the prescribed sum.

(4) The circumstances described in this paragraph are—

- (a) each of the circumstances described in regulation 15;
- (b) that the customer requested the gas conveyor not to attend the premises;
- (c) that the customer requested the gas conveyor not to restore the supply; and
- (d) that the pre-payment meter was found to be operating in the manner for which it was designed.

(5) In this regulation "appropriate person" means a person employed or authorised by a gas conveyor to repair and replace pre-payment meters.

(6) Where a gas supplier is notified by a domestic customer who takes his supply through a pre-payment meter that the domestic customer's pre-payment meter is not operating so as to permit a supply to the customer's premises in the manner for which the pre-payment meter was designed, or of circumstances suggesting that the pre-payment meter is not so operating, the gas supplier shall notify the relevant gas conveyor of the details notified to the gas supplier by the relevant customer within the prescribed period.

(7) If the gas supplier fails, in the circumstances described in paragraph (6), within the prescribed period to notify the gas conveyor of the relevant details it shall, except in any of the circumstances described in paragraph (8), pay to the customer the prescribed sum.

(8) The circumstances described in this paragraph are—

- (a) each of the circumstances described in regulation 15;
- (b) that the customer requested to the gas supplier or gas conveyor that the gas conveyor should not attend the premises;
- (c) that the customer requested to the gas supplier or the gas conveyor that the gas conveyor should not restore the supply; and
- (d) that the pre-payment meter was found to be operating in the manner for which it was designed.

Appointments

6.—(1) This regulation applies where—

- (a) a domestic customer informs the gas conveyor that the customer wishes the gas conveyor to visit the customer's premises; or
- (b) a domestic customer informs the gas supplier that the customer wishes the gas supplier to visit the customer's premises; or
- (c) the gas conveyor informs a domestic customer that the gas conveyor wishes to visit the customer's premises; or
- (d) the gas supplier informs a domestic customer that the gas supplier wishes to visit the customer's premises,

being in any case a visit in connection with the activities which the gas conveyor or gas supplier is required or authorised to carry on under his licence which requires access to be afforded to his representative or for which it would otherwise be reasonable to expect the customer to be present.

(2) Where this regulation applies and the gas conveyor or gas supplier fails within a reasonable period from the applicable date to offer a timed appointment, the gas conveyor or gas supplier shall, except in any of the circumstances described in paragraph (5), pay to the customer the prescribed sum.

(3) Where this regulation applies and the gas conveyor or gas supplier fails to keep a timed appointment, the gas conveyor or gas supplier shall, except in any of the circumstances described in paragraph (5), pay to the customer the prescribed sum.

(4) Where a timed appointment is made for more than one purpose, the gas conveyor or gas supplier shall not be required to pay more than one prescribed sum under paragraph (3) in respect of that timed appointment.

(5) The circumstances described in this paragraph are—

- (a) each of the circumstances described in regulation 15 provided that, in relation to paragraph (6) of that regulation, the gas conveyor or gas supplier gave the customer not less than one working days prior warning (whether or not in writing) that he would be unable to keep the timed appointment or the circumstances referred to in that paragraph occurred at a time when it was not reasonably practicable to give such a warning;
- (b) that the visit is for the purpose of responding to information received under regulation 3 or 5; and
- (c) that the visit is wholly or mainly in connection with disconnecting the premises.

(6) In this regulation, “timed appointment” means an appointment to make a visit to a customer’s premises commencing—

- (a) unless sub-paragraph (b) applies, during a part (specified by the gas conveyor or gas supplier) of a day (also specified by the gas conveyor or gas supplier) within a reasonable period from the applicable date, having regard to the purpose of visit, being either a part which falls either wholly between eight thirty in the morning and one o’clock in the afternoon or wholly between noon and five o’clock in the afternoon; or
- (b) during such part of a day as is requested by the customer and agreed with the gas conveyor or gas supplier, such agreement not to be unreasonably withheld, provided that the relevant operator shall not be obliged to agree a part of a day that is less than two hours.

Supply restoration

7.—(1) This regulation applies where the conveyance of gas to a customer’s premises is discontinued as a result of a failure of, fault in or damage to the pipe-line system operated by the relevant gas conveyor.

(2) Where this regulation applies, the relevant gas conveyor shall, except in any of the circumstances described in paragraph (3), pay the prescribed sum to the customer—

- (a) where the conveyance of gas is not resumed to the customer’s premises within the prescribed period from the applicable date; and
- (b) in respect of each succeeding prescribed period upon the expiry of which the conveyance of gas is not resumed.

(3) The circumstances described in this paragraph are—

- (a) each of the circumstances described in regulation 15;
- (b) that the relevant event was caused by the act or default of the customer;
- (c) that the relevant event resulted in the discontinuance of conveyance of gas to more than 30,000 or 20%, whichever is the lower, of premises of customers (whether domestic or non-domestic) of the relevant gas conveyor;

- (d) that the making of an additional payment of the prescribed sum in respect of the continuation of the breach under paragraph (2) would cause the aggregate of the prescribed payments to the customer in respect of the relevant event to exceed £1,000;
- (e) that the discontinuance of conveyance of gas to the customer's premises would not have occurred but for a failure of, fault in or damage to the pipe-line system of another gas conveyor and the relevant gas conveyor has so notified the other gas conveyor within 5 working days from the end of the relevant event specifying—
 - (i) the number of customers affected;
 - (ii) whether each of the customers affected is a domestic customer or a non-domestic customer; and
 - (iii) the duration of the discontinuance of conveyance of gas for each of the customers affected;
- (f) that the relevant event was caused by severe weather conditions or other circumstances of an exceptional nature beyond the control of the gas conveyor and the gas conveyor had taken all such steps as it was reasonable to take both to prevent the circumstances from occurring and to prevent them from having that effect; or
- (g) that the customer's premises are premises to which the conveyance of gas is at a rate in excess of 73,250 kWh a year.

(4) In the circumstance described in paragraph (3)(e) this regulation shall apply to the other gas conveyor as if he were the relevant gas conveyor.

Reinstatement of customer's premises

8.—(1) This regulation applies where the relevant gas conveyor has completed work to a service pipe to the customer's premises and any associated work to a distribution main where such pipe or main is situated under or within the premises of the customer.

(2) Where this regulation applies, the relevant gas conveyor shall, except in any of the circumstances described in paragraph (3), pay the prescribed sum to the customer where the relevant gas conveyor has not completed the reinstatement of the customer's premises—

- (a) within the prescribed period from the applicable date; and
- (b) upon the expiry of each succeeding prescribed period.

(3) The circumstances described in this paragraph are—

- (a) each of the circumstances described in regulation 15;
- (b) that the work was requested by the customer to whom a payment under this regulation would otherwise be required to be made and related to the connection or an alteration to the connection to the customer's premises; and
- (c) that the work resulted from the act or default of the customer or persons under his control.

(4) For the purposes of paragraph (2), the customer's premises shall be deemed to have been reinstated where—

- (a) any drive, path or other route used to obtain access to any building on the customer's premises and any building or structure on those premises has been replaced or repaired so that the drive, path, other route, building or structure is reasonably fit for the type of access or use for which it was used prior to commencement of the work; and
- (b) any other part of the premises, including any garden or lawn, has been reinstated, so far as is reasonably practicable, to a reasonable standard and with reasonable care and skill having regard to its condition prior to commencement of the work.

(5) In this regulation, "premises" includes any land or structure within the curtilage of the premises to which the gas is conveyed.

Connections

9.—(1) This regulation applies where—

- (a) in respect of paragraphs (3)(a) and (3)(b), a relevant gas conveyor receives a request for a quotation for obtaining a new connection or altering an existing connection from a customer; or
- (b) in respect of paragraph (3)(c), a customer challenges a quotation under the relevant gas conveyor's published accuracy scheme,

in each case in respect of gas conveyed to premises at a pressure of less than 7 bar gauge and excluding domestic developments, non-domestic developments, complex connections and excluded connections.

(2) For the purposes of paragraph (1) where the relevant gas conveyor receives a request for a quotation, or the acceptance of a quotation after 5pm on a working day or at any time on any other day, the request for a quotation or acceptance of the quotation shall be deemed to have been received on the next following working day.

(3) Where this regulation applies and the relevant gas conveyor—

- (a) fails within the prescribed period from the applicable date to issue to a customer a standard quotation, for providing a new connection or altering an existing connection up to and including 275kWh per hour; or
- (b) fails within the prescribed period from the applicable date to issue to a customer—
 - (i) a non-standard quotation for providing a new connection or altering an existing connection up to and including 275kWh per hour; or
 - (ii) a non-standard quotation, for providing a new connection or altering an existing connection greater than 275kWh per hour; or
- (c) fails to provide the customer with an accurate quotation,

the relevant gas conveyor shall, except in the circumstances described in paragraph (6)—

- (i) in respect of paragraphs (3)(a) and (3)(b) pay to the customer the prescribed sum in respect of the initial failure and each additional working day during which the failure continues (including the day on which the appropriate action is taken to meet the requirements of the relevant sub-paragraphs); and
- (ii) in respect of paragraph (3)(c) refund the customer any overcharge that has been paid.

(4) In the event that the customer challenges a quotation provided by the relevant gas conveyor in accordance with any published accuracy scheme and such quotation is found not to be accurate, the quotation will be deemed invalid and the provisions of paragraph (3)(a) and (3)(b) shall apply until the relevant gas conveyor issues a revised quotation to the customer.

(5) Notwithstanding paragraph (4), the relevant gas conveyor shall refund to the customer any overcharge.

(6) The circumstances described in this paragraph are—

- (a) each of the circumstances described in regulation 15 provided that in relation to paragraph (6) of that regulation, the relevant gas conveyor gave the customer not less than one working day's prior warning (whether or not in writing) that he would be unable to keep the timed appointment or the circumstances referred to in that paragraph occurred at a time when it was not reasonably practicable to give such a warning;
- (b) that the making of an additional payment of the prescribed sum in respect of the continuation of any one breach under sub-paragraphs (3)(a) and (3)(b) would cause the aggregate of the prescribed payments to the customer in respect of that breach under that sub-paragraph to exceed—
 - (i) the lesser of £250 or the quotation sum for the provision of a new connection or altering an existing connection up to and including 275kWh per hour;
 - (ii) the lesser of £500 or the quotation sum for the provision of a new connection or altering an existing connection greater than 275kWh per hour;

- (c) that the relevant gas conveyor is unable to provide an accurate quotation within the relevant time scales since the quotation will include costs that can only be negotiated with and paid to a third party;
 - (d) that consents are required from third parties and such consents cannot by reasonable endeavours be obtained;
 - (e) in respect of a standard or non-standard quotation made without a site visit, that an assumption made by the relevant gas conveyor in providing the quotation is incorrect because information provided by the customer was either incomplete or incorrect;
 - (f) that any visit is made wholly or mainly in connection with disconnecting the premises in exercise of a power granted to it pursuant to its licence as held under Article 8(1)(a) of the Gas Order;
 - (g) where the service relates to the provision of metering services as defined in the licence of the gas conveyor issued under Article 8(1)(a) of the Gas Order; or
 - (h) in respect of paragraph (1)(a) and (1)(b) the gas conveyor considers that a request or requests received from the customer or a person acting with apparent authority for one or more customers were frivolous or vexatious.
- (7) In this regulation “quotation sum” means the price originally quoted for the connection.

Notice of planned interruption

10.—(1) This regulation applies where the conveyance of gas to a customer’s premises is discontinued for the purpose of carrying out planned maintenance or replacement work to the pipe-line system operated by the relevant gas conveyor.

(2) Where this regulation applies and the relevant gas conveyor has failed to give to the customer prior notice of not less than the prescribed period of when the discontinuance is expected to commence, stating the need for the discontinuance, the relevant gas conveyor shall, except in any of the circumstances described in paragraph (3), pay to the customer the prescribed sum.

(3) The circumstances described in this paragraph are—

- (a) each of the circumstances described in paragraphs (2), (3), (6), (8) and (9) of regulation 15; and
- (b) that the relevant gas conveyor has not received a claim for compensation from the customer in respect of the failure referred to in paragraph (2) within a period of 3 months from the applicable date.

Responding to complaints

11.—(1) This regulation applies where a relevant gas supplier or gas conveyor receives from or on behalf of a customer, in his capacity as such, a verbal complaint (by use of a telephone number) or written complaint relating to its activities to which the relevant gas supplier or gas conveyor reasonably expects the customer will anticipate a response.

(2) Where the relevant gas supplier or gas conveyor fails within the prescribed period from the receipt of the complaint, to dispatch to the customer—

- (a) where paragraph (3) applies—
 - (i) an initial written response explaining the relevant gas supplier’s or gas conveyor’s inability to provide a substantive response within the prescribed period under paragraph (2)(b), including the name, telephone number and address of an employee of the relevant gas supplier or gas conveyor whom the customer can contact regarding the complaint, and stating that a substantive response shall be provided within the prescribed period under paragraph (2)(a)(ii); and
 - (ii) a substantive response; or
- (b) where paragraph (3) does not apply, a substantive response,

the relevant gas supplier or gas conveyor shall, except in any of the circumstances described in paragraph (4), pay to the customer the prescribed sum in respect of the initial failure.

(3) This paragraph applies where the relevant gas supplier or gas conveyor is reasonably satisfied that it is unable to provide a substantive response to the complaint received under paragraph (1) without visiting the customer's premises or making enquiries of persons other than officers, employees or agents of the relevant gas supplier or gas conveyor.

(4) The circumstances described in this paragraph are—

- (a) that the customer informed the relevant gas supplier or gas conveyor before the expiry of the prescribed period that the customer did not wish the relevant gas supplier or gas conveyor to take any action in relation to the complaint;
- (b) where paragraph (3) applies, that the relevant gas supplier or gas conveyor was either unable to contact the customer and/or persons other than officers, employees or agents of the relevant gas supplier or gas conveyor, or had contacted persons other than such officers, employees or agents but had not received a reply, and has so notified the customer, within the prescribed period from receipt of the complaint, and the relevant gas supplier or gas conveyor has demonstrated that it had taken all such steps as it was reasonable to take to make contact;
- (c) where paragraph (3) applies, that the customer requested an appointment for visiting the customer's premises outside of the prescribed period from receipt of the complaint; and
- (d) that the relevant gas supplier or gas conveyor reasonably considers that the complaint was frivolous or vexatious; and
- (e) that the making of an additional payment of the prescribed sum in respect of the continuation of any one breach under paragraph (2)(a)(i) or (2)(a)(ii) or (2)(b) would cause the aggregate of the prescribed payments to the customer in respect of that breach under that paragraph to exceed £100.

(5) For the purposes of paragraph (1) the relevant gas supplier or gas conveyor may advise the customer of a telephone number to use for the purpose of making a verbal complaint and the reasonable hours during which the telephone number will be available for receipt of complaints.

Charges and payments

12.—(1) This regulation applies where a customer informs the gas supplier—

- (a) that the customer requests a change in the methods by which he makes payment to the gas supplier in respect of the supply; or
- (b) of a query as to—
 - (i) the correctness of an account relating to the supply presented to the customer by the supplier; or
 - (ii) whether, in relation to the matter or matters described by the customer, any payment ought to be made to the customer and the matter is one to which these Regulations apply or ought to apply.

(2) Where this regulation applies the supplier shall, except in any circumstances described in paragraph (3), pay to the customer the prescribed sum if the supplier fails—

- (a) in the case of a request under paragraph (1)(a) and where the supplier does not expect to be able to approve the request, to dispatch a substantive reply to the customer within the prescribed period from the date of receipt of the information;
- (b) in the case of a query under paragraph (1)(b), to dispatch a substantive reply to the customer within the prescribed period from the date of receipt of the information; or
- (c) in the case of a query under sub-paragraph (1)(b)(i) in relation to which the supplier's reply states that the customer is entitled to a payment from the supplier to make payment by cash, cheque, bank transfer or postal order to the customer of the amount due within the prescribed period from the date of dispatch of the supplier's reply.

(3) The circumstances described in this paragraph are—

- (a) each of the circumstances described in regulation 15; and
- (b) in the case of a query under paragraph (1)(b)(ii) that the supplier has previously dispatched a notice under regulation 14(4).

Disputes

13. Where a dispute under any provisions of these Regulations is referred to the Authority for determination under section 2 of the Act, the dispute shall be determined in accordance with the practice and procedure set out in Schedule 2 to these Regulations.

Payments

14.—(1) Paragraph (4) applies where a gas supplier is obliged to make a payment to a customer under any of regulations 3, 5, 6, 11, or 12.

(2) Paragraph (5) applies where a gas conveyer is obliged to make a payment to a customer whose premises are directly connected to the pipe-line system of another gas conveyer under regulation 7.

(3) Paragraph (6) applies—

- (a) where a gas conveyer is obliged to make a payment to a customer whose premises are directly connected to its pipe-line system under any of regulations 3 to 11 (inclusive); or
- (b) where a gas supplier receives a payment from a gas conveyer for onward transmission to a customer whose premises are directly connected to that gas conveyer's pipe-line system; or
- (c) where a gas conveyer receives a payment from a gas conveyer for onward transmission to a customer whose premises are directly connected to its pipe-line system.

(4) Where this paragraph applies and the gas supplier fails within the prescribed period from the applicable date to dispatch a notice to the customer advising that the payment is due to the customer and to make payment to the customer of the sum to which he is entitled, the gas supplier shall, except in any of the circumstances described in paragraph (7), pay to the customer the prescribed sum.

(5) Where this paragraph applies and the gas conveyer fails within the prescribed period from the applicable date to make payment to the customer, or to the other gas conveyer or to the other gas supplier for onward transmission to the customer of the sum to which he is entitled, the gas conveyer shall, except in any of the circumstances described in paragraph (7), pay the prescribed sum to the customer or to that other gas conveyer or other gas supplier for onward transmission to the customer.

(6) Where this paragraph applies and the relevant gas supplier or gas conveyer fails to make payment to the customer of the sum to which he is entitled—

- (a) within the prescribed period from the applicable date, where paragraph (3)(a) applies; or
- (b) within the prescribed period from the applicable date, where paragraph (3)(b) applies; or
- (c) within the prescribed period from the applicable date, where paragraph (3)(c) applies,

the gas supplier or gas conveyer shall, except in any of the circumstances described in paragraph (7), pay the customer the prescribed sum.

(7) The circumstances described in this paragraph are—

- (a) each of the circumstances described in regulation 15; and
- (b) that there is a genuine dispute between the relevant operator and the customer as to whether the relevant operator is obliged to make the payment.

(8) Where a relevant operator is required to make a payment under these Regulations—

- (a) in relation to any premises of which more than one person is a customer, a payment to any one or more of the customers in respect of those premises shall be a complete

discharge of the obligation of the relevant operator to make the payment to all the customers of those premises;

- (b) nothing in, or done by a relevant operator in consequence of, these Regulations shall determine who is beneficially entitled to any payment made in pursuance of these Regulations;
- (c) nothing in these Regulations shall permit a relevant operator to make a payment other than by means of—
 - (i) a cheque or cash or BACS transfer; or
 - (ii) an account credit for charges incurred or to be incurred in respect of the supply or the provision of any gas meter or the provision of any connection;
- (d) where a gas conveyor elects to make any payment directly to a customer, the payment by the gas conveyor to a person whom it reasonably believes to be the customer in respect of the premises in relation to which the entitlement arises shall be a complete discharge of the obligation of the relevant gas conveyor to dispatch the notice or make the payment to the actual customer of those premises; and
- (e) in relation to a customer whose premises are directly connected to the pipe-line system of another gas conveyor, a payment to that other gas conveyor for onward transmission to the customer shall be a complete discharge of the obligation of the gas conveyor to make the payment to the customer.

(9) where all or part of the prescribed sum is paid by a gas conveyor to a customer under these Regulations, such payment shall not prevent that gas conveyor from recovering payment (or part of that payment) from another gas conveyor where that other gas conveyor is wholly or partly responsible for the liability arising under these Regulations.

(10) In this regulation only—

“payment” means, in respect of regulations 7, 8 and 9 the aggregate of payments due to a customer under each of these regulations; and

“applicable date” means—

- (a) in relation to paragraph (5), the day upon which the gas conveyor receives notification from the other gas conveyor in accordance with regulation 7(3)(e); and
- (b) in relation to paragraph (6), in respect of regulation 10, the day upon which the gas conveyor receives a claim for compensation from the customer.

Exemptions

15.—(1) The circumstances described in this regulation are those set out in paragraphs (2) to (4) and (6) to (9).

(2) The customer informs the relevant operator before the contravention time that the customer does not wish the relevant operator to take any action in relation to the matter.

(3) The customer agrees with the relevant operator that the action taken by the relevant operator before the contravention time shall be treated as the taking by the relevant operator of the action required by the regulation and, where the action taken by the relevant operator includes a promise to perform any action (whether before or after the contravention time), the relevant operator duly performs that promise.

(4) Where information is or is required to be provided by the customer to the relevant operator, the customer has failed to provide that information or the information is provided to an address or by use of a telephone number other than the address or telephone number which the relevant operator has advised the customer is appropriate for receipt of information of that type or, in the case of information given by telephone for the purpose of regulation 6(1) was given outside such reasonable hours as the relevant operator has advised the customer are the hours during which the telephone number will be available for the receipt of information of that type.

(5) For the purpose of paragraph (4) the relevant operator may advise the customer by publishing the address, the telephone number or the hours in such a manner as may be appropriate for the purpose of bringing the advice to the attention of customers likely to be affected by it.

(6) It was not reasonably practicable for the relevant operator to take the action required by the regulation before the contravention time as a result of—

- (a) severe weather conditions;
- (b) industrial action by the employees or contractors of the relevant operator;
- (c) the act or default of a person other than an officer, employee or agent of the relevant operator, or a person acting on behalf of an agent of the relevant operator;
- (d) the inability of the relevant operator to obtain any necessary access to any premises;
- (e) the existence of circumstances by reason of which the relevant operator could reasonably expect that if he took the action he would or would be likely to be in breach of an enactment;
- (f) the effects of an event for which emergency regulations have been made under Part 2 of the Civil Contingencies Act 2004(a);
- (g) delays imposed by a requirement to obtain a permit for street works under the Road (Miscellaneous Provisions) Act (Northern Ireland) 2010(b); or
- (h) other circumstances of an exceptional nature beyond the control of the relevant operator, and the relevant operator had taken all such steps as it was reasonable to take both to prevent the circumstances from occurring and to prevent them from having that effect.

(7) The relevant operator reasonably considers that the information given by the customer was frivolous or vexatious.

(8) The customer has—

- (i) committed an offence under section 10 of the Act; or
- (ii) failed to pay any charges due to the relevant operator 28 days after receiving a written demand for those charges,

and the action taken or not taken by the relevant operator was in exercise of his powers under those paragraphs.

(9) The relevant gas conveyor has disconnected or refused to connect the customer's premises in exercise of a power granted to it pursuant to its licence as held under Article 8(1)(a) of the Gas Order(c).

(10) In this regulation "contravention time" means—

- (i) in relation to regulations 7 and 8, the expiry of the relevant period referred to in paragraph (2)(a) of each regulation and (where applicable) of each period referred to in paragraph (2)(b) of each regulation; and
- (ii) in relation to any other regulation, the time at which, if this regulation and any other exemption contained in that regulation did not apply, the relevant operator would become liable to pay the prescribed sum to the customer.

Timing of notification

16. For the purpose of regulation 3 where the requirements of paragraph (1) are satisfied after 4pm on a working day or at any time on any other day, they shall be deemed to have been satisfied on the next following working day.

(a) 2004 c.36
(b) 2010 c.14
(c) S.I. 1996/275 (N.I.2)

Notice of rights

17.—(1) In respect of the rights prescribed for the benefit of domestic customers under regulations 3, 5, 6, 11, 12, 13, 14, 15 and 16, a gas supplier shall prepare and from time to time revise a statement describing the rights prescribed for the benefit of domestic customers under these Regulations and the effect of section 1(2) of the Act in a form and having a content which a gas supplier could reasonably expect would be within the understanding of customers to which the statement relates and shall—

- (a) give a copy of the statement, and of any revision of the statement to the Authority and to the Council, before he makes it available to customers;
- (b) make available by appropriate means to each domestic customer of the gas supplier a copy of the statement (in the form current at the time it is provided);
- (c) make a copy of the statement (in its current form) available for inspection by any person at any premises of or occupied by the gas supplier open to the public in the normal course of the gas supplier's business during the normal opening hours of the premises; and
- (d) make available by appropriate means a copy of the statement (in its current form) to any person who requests it.

(2) In respect of the rights prescribed for the benefit of customers under regulations 3, 4, 5, 6, 7, 8, 9, 10, 11, 13, 14, 15 and 16 a relevant gas conveyor shall prepare and from time to time revise a statement describing those rights and the effect of section 1(4) of the Act in a form and having a content which a gas conveyor could reasonably expect would be within the understanding of customers to whom the statement relates and shall—

- (a) give a copy of the statement and of any revision of the statement to the Authority and to the Council, before he sends it to the gas suppliers referred to in sub-paragraph (b);
- (b) at least once in any period of 12 months dispatch to each gas supplier which supplies gas to customers connected to the relevant gas conveyor's pipe-line system a copy of the statement (in the form current at the time it is provided) for the gas supplier to make available by appropriate means to the gas supplier's customers;
- (c) make a copy of the statement (in its current form) available for inspection by any person at any premises of or occupied by the relevant gas conveyor open to the public in the normal course of the relevant gas conveyor's business during the normal opening hours of the premises; and
- (d) make available by appropriate means a copy of the statement (in its current form) to any person who requests it.

(3) A gas supplier may satisfy his obligation under sub-paragraph (1)(b) or (1)(d) by making available by appropriate means the statement he has prepared to the class of customer to whom it relates.

(4) A gas supplier shall at least once in any period of 12 months make available by appropriate means to each customer of the gas supplier the information in any statement sent to him by a relevant gas conveyor pursuant to paragraph (2) in respect of the relevant gas conveyor to whose pipe-line system the customer's premises are connected.

Sealed with the Official Seal of the Northern Ireland Authority for Utility Regulation on
3rd March 2014



J Pyper
Chief Executive
Northern Ireland Authority for Utility Regulation

The Department of Enterprise, Trade and Investment hereby consents to the foregoing Regulations

Sealed with the Official Seal of the Department of Enterprise, Trade and Investment on 3rd March
2014



J Mills
A senior officer of the
Department of Enterprise, Trade and Investment

SCHEDULE 1

PART 1

Prescribed periods and prescribed sums applicable to all gas suppliers and gas conveyors

<i>Regulation</i>	<i>Prescribed period</i>	<i>Prescribed sum domestic customer</i>	<i>Prescribed sum non- domestic customer</i>
3(2)	7 working days	£25	£25
3(4)(a)		£25	£25
3(4)(b)	15 working days	£25	£25
3(7)	1 working day	£25	£25
4(2)		£50	£50
5(3)	4 hours on any day	£25	
5(7)	4 hours on any day	£25	
6(2)		£25	
6(3)		£25	
7(2)(a)	24 hours	£50	£125
7(2)(b)	24 hours	£25	£25
8(2)(a)	5 working days	£50	£100
8(2)(b)	5 working days	£25	£25
9(3)(a)	10 working days	£50	£50
9(3)(b)(i)	28 days	£50	£50
9(3)(b)(ii)	28 days	£50	£50
10(2)	3 days	£25	£50
11(2)(a)(i)	10 working days	£25	£25
11(2)(a)(ii)	20 working days	£25	£25
11(2)(b)	10 working days	£25	£25
12(2)(a)	5 working days	£25	£25
12(2)(b)	5 working days	£25	£25
12(2)(c)	5 working days	£25	£25
14(4)	20 working days	£25	£25
14(5)	20 working days	£25	£25
14(6)(a)	20 working days	£25	£25
14(6)(b)	10 working days	£25	£25
14(6)(c)	10 working days	£25	£25

PART II

Working Hours

8.30am to 5.00pm on each working day and 9.00am to 5.00pm on any other day.

SCHEDULE 2

Standards of Performance – Practice and Procedures for Determinations

Determination of disputes

1.—(1) This schedule applies where a dispute to which regulation 13 applies has arisen under any provision of these Regulations between a relevant operator and a customer or between relevant operators.

(2) A dispute to which this Schedule applies—

(a) may be referred to the Authority by any party or, with the agreement of any party, by the Council; and

(b) on such reference, shall be determined by order made by the Authority.

(3) In making an order under this Schedule, the Authority shall include in the order the reasons for reaching its decision with respect to a dispute.

Timetable for the determination of individual disputes

2.—(1) The Authority shall determine a dispute to which this Schedule applies before the end of eighty working days from the date when the dispute was referred to the Authority.

(2) If the Authority is satisfied that there are good reasons for departing from the requirements of sub-paragraph (1), the period in which a dispute may be determined may be extended with the consent of the referring party or parties.

Procedure for the determination of individual disputes

3.—(1) Where an individual dispute is referred to the Authority, the Authority shall, at the outset, send to the parties a notice of procedure for the determination of individual disputes.

(2) The notice under sub-paragraph (1) shall—

(a) set out a timetable by which each part of the procedure for the determination of individual disputes under this Schedule is to take place;

(b) provide a list of any documentation or other evidence that the Authority has received in connection with the dispute and inform the parties that such documentation or other evidence may be disclosed to other parties to the dispute unless it is specifically classed as confidential by the party to whom it belongs before the date expressly stated in the notice;

(c) inform the parties of any specific information that the Authority is requesting as part of the written statement prepared in accordance with paragraph 7; and

(d) explain the matter in which the Authority intends to publish the determination decision.

(3) Upon receipt of a notice under sub-paragraph (1), the parties to the dispute shall provide the Authority with—

(a) the information specified in sub-paragraph (2)(c);

(b) any other information that they consider relevant to the dispute.

(4) If the Authority decides it is necessary to obtain third party advice in relation to technical issues or any other issues that may arise during the determination, it shall request it and inform the parties to the dispute of that request and indicate in writing how that request will affect the timetable outlined in the notice issued under sub-paragraph (1).

(5) At any time after receiving a written statement the Authority may, if it considers it appropriate to do so, request an oral hearing in accordance with paragraph 9.

(6) If the Authority is satisfied that it has sufficient information to determine a dispute, it shall prepare a draft determination statement containing the submissions of the parties and then send that statement to the parties for comment.

(7) When the Authority has received comments from the parties, and is satisfied that it has sufficient information to make a determination decision, it shall prepare and then issue to the parties a final determination statement.

(8) The parties shall, within one week of receiving a final determination statement, notify the Authority of any issue or information within that statement that should be excluded because such issue of information is of a confidential nature.

(9) The Authority shall, upon receipt of any notification under sub-paragraph (8), make the necessary adjustments to the final determination statement and then publish that statement on its website in accordance with sub-paragraph (2)(d).

Determination of multiple disputes

4.—(1) The Authority may, if it considers it appropriate to do so, consolidate into one or more categories (“consolidated group”) similar or related disputes for the purposes of determining those disputes.

(2) A determination made by the Authority for one or more consolidated groups shall apply, in respect of each consolidated group, to each individual dispute in that group.

Timetable for determination of multiple disputes

5.—(1) The Authority, when determining disputes falling within a consolidated group, shall determine those disputes before the end of six months from the date when they were consolidated into that group by the Authority under paragraph 4.

(2) If the Authority is satisfied that there are good reasons for departing from the requirements of sub-paragraph (1), the period in which disputes falling within a consolidated group may be determined may be extended by notice to the representatives of any such group nominated under paragraph 10.

Procedure for the determination of multiple disputes

6.—(1) Where the Authority considers it appropriate to consolidate disputes under paragraph 4, the Authority shall send to the parties a notice of procedure for the determination of those disputes.

(2) The notices under sub-paragraph (1) shall—

- (a) set out a timetable by which each part of the procedure for the determination of multiple disputes under this Schedule is to take place;
- (b) provide a list of any documentation or other evidence that the Authority has received in connection with the dispute and inform the parties that such documentation or other evidence may be disclosed to other parties to the dispute unless it is specifically classed as confidential by the party to whom it belongs before the date expressly stated in the notice;
- (c) inform the parties of any specific information that the Authority is requesting in accordance with paragraph 11; and
- (d) explain the manner in which the Authority intends to publish the determination decision.

(3) Upon receipt of a notice under sub-paragraph (1), the parties to the dispute shall provide the Authority with—

- (a) the information specified in sub-paragraph (2)(c); and
- (b) any other information that they consider relevant to the dispute.

(4) Upon receipt of the information provided in accordance with sub-paragraph (3), the Authority may, if it considers it fitting to do so, prepare a list of consolidated groups and then consult as to whether those consolidated groups are appropriate.

(5) When consulting under sub-paragraph (4), the Authority shall—

- (a) publish and explain its proposals in a manner which it believes will bring them to the attention of persons most likely to be affected; and
- (b) invite those persons to comment to the Authority within a period from the publication of the proposals that is specified therein.

(6) Upon receipt of responses to the consultation under sub-paragraph (5), the Authority shall have regard to those responses before finalising the consolidated groups.

(7) When the Authority has decided on the consolidated groups for the purpose of determining multiple disputes, it shall appoint customer representatives as required by paragraph 10.

(8) Following the appointment of the customer representatives for the consolidated groups, those customer representatives and the relevant operators shall prepare a written statement.

(9) Upon receipt of the written statements, the Authority may decide that it is necessary to obtain third party advice in relation to technical issues or any other issues that may arise during the determination. If third party advice is requested, then the Authority shall inform the customer representatives and the relevant operators of that request and indicate in writing how that request will affect the timetable outlined in the notice issued under sub-paragraph (1).

(10) At any time after receiving the written statement the Authority may request an oral hearing in accordance with paragraph 9.

(11) If the Authority is satisfied that it has the necessary information, it shall prepare a draft determination statement containing the submissions of the customer representatives and the relevant operators and then send that statement to the customer representatives and the relevant operators for comment.

(12) When the Authority has received comments from the customer representatives and the relevant operators, and is satisfied that it has sufficient information to make the determination decision, it shall issue a final determination statement for a consolidated group or each consolidated group where there is more than one.

(13) The customer representatives and the relevant operators shall within one week of receiving a final determination statement notify the Authority of any issue or information within that statement that should be excluded because such issue or information is of a confidential nature.

(14) The Authority shall, upon receipt of any notification under sub-paragraph (13), make the necessary adjustments to the final determination statement and then publish that statement on its website in accordance with sub-paragraph (2)(d).

Written statements

7.—(1) The Authority may, by notice, ask any party to a dispute to produce a written statement with respect to a matter specified in the notice.

(2) The power to ask for the production of a written statement includes power to specify the time and place at which it is to be produced.

(3) A person shall not be compelled under this paragraph to produce a written statement with respect to any matter about which he could not be compelled to give evidence in civil proceedings in the High Court of Justice of Northern Ireland.

(4) The Authority may make copies of a document produced to it under this paragraph.

Production of documents and other evidence

8.—(1) The Authority may, by notice, ask a party to a dispute to produce such documentation (including other evidence), in such form and at such time as it directs, as the Authority may reasonably require to enable it to make the determination decision.

(2) The power to ask for the production of a document is a power to ask for its production—

- (a) at the time and place specified in the notice; and
- (b) in a legible form.

(3) A person shall not be compelled under this paragraph to produce a document that he could not be compelled to produce in civil proceedings in the High Court of Justice of Northern Ireland.

(4) The Authority may make copies of a document produced to it under this paragraph.

Oral hearings

9.—(1) For the purposes of this Schedule, an oral hearing may be held, and evidence may be heard at such a hearing from any party to a dispute.

(2) The Authority may, by notice, request any party to a dispute—

(a) to attend at a time and place specified in the notice; and

(b) at that time and place, to give evidence to any person appointed by the Authority to conduct the oral hearing.

(3) At any oral hearing, the Authority may request the customer or a person attending the hearing as a representative of the relevant operator to give evidence or make representations or observations.

(4) If any party fails to attend a hearing to be subjected to a requirement under sub-paragraph (3), the Authority may determine the dispute without hearing his evidence, representations, or observations.

(5) A person shall not be compelled under this paragraph to give evidence which he could not be compelled to give in civil proceedings in the High Court of Justice of Northern Ireland.

Customer representatives for multiple disputes

10.—(1) Where disputes are consolidated into categories under paragraph 4, the Authority shall nominate one or more customers to be representatives of each consolidated group.

(2) A customer nominated to be a representative of a consolidated group under this paragraph shall only become a representative if he consents to do so.

Collection of information in multiple disputes

11.—(1) The Authority may by notice ask any customer who is a party to a dispute falling within a consolidated group to produce such information with respect to a matter specified in the notice as the Authority may reasonably require to enable it to make the determination decision.

(2) The power to require the production of information under this paragraph includes the power to specify the time and place at which it is to be produced.

(3) A person shall not be compelled under this paragraph to produce information with respect to any matter about which he could not be compelled to give evidence in civil proceedings in the High Court of Justice of Northern Ireland.

Payments to customers

12. An order determining a dispute shall not (where there is more than one customer at the premises) determine who is beneficially entitled to any payment required to be made by the order.

Set-off

13. Where a dispute is determined by an order requiring a relevant operator to make a payment to the customer and the relevant operator fails to make that payment, the customer may set off the amount so ordered to be paid against any charges that are owed by the customer to the relevant operator.

Costs

14.—(1) An order determining a dispute may include a provision requiring the relevant operator or the customer to pay a sum in respect of the costs or expenses incurred by the Authority.

(2) In including in an order under sub-paragraph (1) any such provision as to costs, the Authority shall have regard to the conduct and means of the parties and any other relevant circumstances.

EXPLANATORY NOTE

(This note is not part of the Regulations)

These Regulations prescribe the sum which a gas conveyor and gas supplier must pay to a customer by way of compensation for failure to meet specified standards of performance in respect of services to be provided by such a gas conveyor and gas supplier. The sum payable differs between domestic and non-domestic customers and between standards.

The Regulations come into operation on 1st April 2014.

Regulation 1 provides for the citation, and commencement of the Regulations, while regulation 2 provides for general interpretation.

Regulations 3 to 12 provide for minimum standards applicable to gas conveyors or gas suppliers with regard to meter disputes, meter mix-ups, pre-payment meters, appointments, supply restoration, re-instatement of customer's premises, connections, notice of planned interruption, responding to complaints and charges and payments.

Regulation 13 sets out the arrangements for disputes under these Regulations and regulation 14 sets out the arrangements for payment under these Regulations, including arrangements for additional payment to the affected customer when a gas conveyor or supplier fails to make payment to a customer for the sum to which he is entitled.

Regulation 15 sets out the exemptions which are applicable to the standards (in addition to any specific exemption contained within the relevant regulation).

Regulation 16 sets out the requirements for regulation 3 for when a gas conveyor is informed after 4pm on a working day or at any time on any other day and regulation 17 sets out how customers are to be informed of their rights under these Regulations.

Schedule 1 sets out the prescribed periods and prescribed sums applicable to all gas conveyors and gas suppliers, along with a definition of working hours, while Schedule 2 sets out the practice and procedure for determination of disputes.

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