

2.1.1.1 A User may apply to become a Registered User in respect of a Supply Point under a specific contract no more than four times unless it has valid and demonstrable evidence that the Existing Registered User does not have reasonable grounds to submit a further objection to the Transporter in respect of that Supply Point.

Draft Business Rules.

- 1) Incoming Supplier believes it has a valid contract with customer for a new contract period.
- 2) Its Shipper applies to become a registered user of the supply point under a specific contract for 1 – 4 attempts but existing Shipper objects (most usually if it has an existing contract or customer is in debt).*
- 3) Proposing Shipper may only make a 5th or subsequent registration (confirmation) attempt if it has valid evidence from the customer that the reason(s) for objecting to the registration attempts have been resolved (for example, notice given, contract ended, debt repaid)*. The Proposing Shipper should make a record of such a confirmation (that is, 'demonstrable evidence').
- 4) If the current Shipper continues to object the Proposing Shipper may contact it to require an explanation of the circumstances of the 5th or subsequent confirmation. Where the current Shipper accepts this, the confirmation may proceed. In circumstances where the explanation provided by the Proposing Shipper is not acceptable to the current Shipper and a dispute occurs both parties are required to enter into a dialogue to seek agreement on whether a 5th or subsequent confirmation may be made or otherwise. Where such agreement is not forthcoming no 5th or subsequent confirmation may be made.
- 6) For the avoidance of doubt this rule applies only to genuine registration attempts; technical rejections are not subject to these rules.

Supporting notes.

*The existing Supplier, under existing supply licence regulations, must write to the customer to explain the reason for the objection and what the customer must do to resolve the issue(s).

*The customer should have the reasons for objecting, in writing, from the current Supplier; and should therefore be able to confirm when these have been resolved.

- Losing suppliers warrant that where they prevent supplier transfers it is for valid reasons set out in their contract.
- Gaining suppliers warrant that where they attempt to gain customers they have a valid contract. No more than 4 attempts (excluding those re-attempts caused by technical rejections) will be made to gain a customer during a contract period unless the gaining supplier can demonstrate that the existing supplier is objecting erroneously.
- Potential infringements may be raised with the existing supplier and escalated to the Authority.