

Customer Protection Code of Practice Change Proposal – Ref CP0006

Modification proposal	Customer Protection Code of Practice Change Proposal – CP0006 – customer protection measures during Covid-19 pandemic
Decision	The Authority has decided to accept this change proposal
Publication date	6 April 2020
Implementation date	8 April 2020

Background

In March 2020, the UK government issued guidance and imposed legislative measures to help reduce the spread of Covid-19 by requiring that, unless exceptions apply, businesses and premises should be closed and people should stay at home. This has had a profound effect on water consumption, particularly in the business retail market. Ofwat has put in place interim measures to address this sudden reduction in consumption and to temporarily defer the payment by Retailers of some wholesale charges through changes to the Wholesale Retail Code (the “**WRC**”).

To build on the protections in the Customer Protection Code of Practice (the “**CPCoP**”) in light of the Covid-19 pandemic and the interim measures that have been put in place for Retailers under the WRC, Ofwat consulted on a [proposal to amend the Customer Protection Code of Practice \(“CP0006”\)](#) to include new provisions relating to ‘disconnection’ and ‘interest and enforcement’ (“**the Change Proposal**”). We published our consultation on CP0006 on 30 March 2020. Because the Change Proposal related to measures taken by the UK government to address the spread of the coronavirus it was considered to be urgent and, in accordance with section 5.2.2 of the CPCoP, we consulted for a period of three days¹. The consultation closed on 2 April 2020. This document sets out our decision on the amendments we had proposed to the CPCoP and the changes that we have made to these prior to

¹ The rationale for this proposal being considered to be urgent can be viewed in our consultation document: <https://www.ofwat.gov.uk/wp-content/uploads/2020/03/CPCoP-Consultation-Disconnection.pdf>

implementation, following consideration of the views provided in consultation responses.

Unless otherwise specified, words and expression used in this decision document have the same meaning as in the CPCoP.

The Change Proposal and reasons for the proposed changes

The proposed amendments to the CPCoP that Ofwat consulted on were to ensure that:

- a. Premises are not disconnected for the non-payment of charges due to the outbreak of Covid-19.
- b. Retailers do not seek to recover any default interest for non-payment of invoices during a specified period which covers the outbreak of Covid-19; and
- c. Retailers do not seek to enforce the non-payment of invoices against Non-Household Customers until Ofwat permits this.

Disconnection

Sections 61(1ZB) of the 1991 Act enables a Retailer to request that a Wholesaler disconnects a service pipe or otherwise cut off the supply of water to premises. Section 61(1ZC) of the 1991 Act imposes restrictions on when the Retailer may request this, being that a Non-Household Customer is liable to pay charges, the Retailer has served notice requiring payment and payment has not been made.

The Change Proposal proposes to put in place, for a limited period, a requirement on Retailers to include in their Terms and Conditions of Supply that amounts owed by Non-Household Customers shall not be considered 'due' or treated as 'due' by the Retailer for the purposes of a disconnection under section 61(1ZC)(b) of the 1991 Act. This means that Retailers will be required to update their Terms and Conditions of Supply and, for the period set out in the CPCoP, Retailers will not be able to request disconnections by Wholesalers for the non-payment of charges. This restriction will not affect the requirement on Non-Household Customers to pay amounts owed to Retailers in accordance with their Terms and Conditions of Supply, but should alleviate an additional pressure on Non-Household Customers from the threat of disconnection.

Charging Interest and enforcement

Ofwat has amended the WRC and Market Arrangements Code (the "**MAC**") to give Retailers cash-flow relief without them having to incur interest for late payment. Ofwat considers that it would be wrong for Retailers to be able to charge their own Non-Household Customers interest and take enforcement action in these circumstances. We are therefore proposing an amendment to the CPCoP which suspends the application of interest and the taking of enforcement action by

Retailers for non-payment of invoices. This suspension will remain in place until Ofwat lifts it.

Evidence considered

The consultation sought answers to five specific questions:

1. What is your view of the Change Proposal?
2. What are your views on whether the Change Proposal promotes and facilitates the Code Principles (section 4 of the CPCoP)?
3. What is your view of the legal drafting of the Change Proposal (see section 4.5 above)?
4. Do you have any comments on the corresponding changes to the WRC and the legal drafting (see section 4.6 above)?
5. What is your view on the proposed implementation date of the Change Proposal being 8 April 2020?

There were 12 respondents, five Wholesalers, six Retailers and the Consumer Council for Water ("**CCWater**").

Views on the Change Proposal and legal drafting

All respondents supported the principle of the proposed change proposal. Key themes raised in the consultation responses have been identified through our assessment of the consultation responses and are discussed in more detail below. Some Retailers made specific recommendations regarding amendments that could be made to the legal drafting to address concerns that they had identified. The changes that we have made to the legal drafting in response to views raised in response to the consultation can be viewed in Appendix 1.

Disconnection

The respondents to the consultation were generally supportive of the policy, with some Retailers highlighting measures they have already put in place.

One Retailer respondent stated that the provisions could be misconstrued by customers who might consider that this entitles them to withhold payment even when they are able to pay. It suggested adding clarity to the meaning of wording of 7.1.6 which refers to 'other rights and obligations' being unaffected, it considered that the current wording might be opaque to some and suggested adding text to confirm that customers are still expected to pay in accordance with the Terms and Conditions of Supply.

Another Retailer provided substantive proposed amendments to the legal drafting which incorporated a definition of Covid-19 Debt, and enabled restrictions on disconnections, the collection of interest and enforcement to only apply by reference to that definition.

CCWater requested clarity on whether the disconnection restrictions would apply prior to the implementation of the Change Proposal. CCWater said that as Covid-19 restrictions have been in place for approximately two weeks, some customers have been experiencing financial hardship for some time, so it wants to ensure that these customers are not still subject to disconnection. It also sought clarity on whether or not the protections offered by the Change Proposal are dependent on customers being able to prove non-payment is due to the impact of Covid-19. CCWater also stated that it wants retailers to communicate clearly with any third parties (such as Accredited Entities) to ensure that all parties involved with disconnections and other debt enforcement activities are aware of the requirements being proposed.

We have considered the responses in relation to disconnection. Although we are aware of the length of time that has passed since the UK government imposed a lockdown, we are not able to retrospectively apply the restriction on disconnections, and they will therefore apply from the implementation date of 8 April 2020. We are, however, supportive of action that Retailers have already taken to highlight to their customers that they will not be requesting disconnections in light of the Covid-19 pandemic.

We do not consider that amendments are required to the proposed drafting in light of the responses received. We can confirm that Non-Household Customers are not required to prove that non-payment is due to the impact of Covid-19, but do expect Non-Household Customers to pay their bills where they can. Restrictions are temporary, and the action that Ofwat is currently taking will not waive Retailers' rights in the long run. In light of comments received we have included two new sections in the CPCoP. Firstly to ensure that Non-Household Customers are aware of the changes we're making to the CPCoP, we have inserted an additional section into the CPCoP (at 7.1.7) which requires Retailers to include information on their websites about the restrictions we have imposed in relation to disconnections, interest and enforcement. Retailers should be clear that these measures are for a limited period and that where customers are able to pay their bills on time, then they should do so. Secondly, we have inserted an additional section into the CPCoP (at 9.6) that explicitly states that Retailers' rights are not waived due to the restrictions, and they will be able to exercise their contractual rights again once the lockdown to due Covid-19 is lifted and Ofwat has removed relevant prohibitions from the CPCoP.

We are not at this time making amendments to the CPCoP to impose additional requirements on Retailers relating to its interactions with third parties. We would

expect Retailers, as part of its prudent planning for dealing with Covid-19 related issues, to take this into account, without the need for amendments to the CPCoP. We will of course revisit this issue if we see evidence of customer detriment as a result.

Definition of 'enforcement' and the enforcement of existing debts

A number of Retailers expressed concern that the proposed amendment would prevent them from taking and continuing debt recovery proceedings for debts which were previously incurred. Retailers also requested further clarity or a definition of the term 'enforcement' used in section 9.5.1 of the legal drafting.

One Retailer said that the proposed changes to the code go further than the objective of the change. It considered that the proposal as drafted imposes blanket bans on all disconnections, charging of interest and enforcement activity.

Another Retailer stated that it considered there should be some exceptions to disallowing enforcement action. It suggested that there is a need for further clarity around the meaning of 'enforcement' in section 9.5. It suggested that there is a practical and legal ambiguity in its use in relation to Court actions already underway where, it stated, enforcement does not take place until there is a judgment to enforce. It highlighted that these actions can take up to a year or more to come to Court and reach a judgment that is enforceable against either party. It stated that all of those already on foot relate to periods, in practice by at least two months, before the Covid-19 restrictions. This Retailer suggested that these actions should be permitted to continue.

Another Retailer stated that it considered that the Change Proposal may create a disincentive for customers to pay even if they are not adversely affected by Covid-19 as a Retailer would be prohibited from taking enforcement action by the CPCoP. Some Retailers provided suggestions regarding amendments to the legal drafting to clarify that it should only be if customers are unable to pay as a result of Covid-19 that Retailers are not able to enforce the non-payment of invoices.

One Retailer highlighted that there are some large industrial and commercial customers that have accrued debt prior to and unrelated to Covid-19. It stated that some of these customers are using large amounts of water and have had outstanding debt for a long period of time as they have refused to pay. This Retailer advised that its approach has been aimed at minimising the impact of debt where it is unrelated to Covid-19, it has already put measures in place to support customers who are struggling to pay as a result of the pandemic. It suggested that implementing a blanket suspension of debt enforcement will mean that these customers will continue to refuse to pay throughout the Covid-19 period, extending

the current debt still further, when there may be no specific Covid-19 related reason. It suggested consideration should be given to offering some additional flexibility in the enforcement provisions by incorporating an exception that debt of at least 60 days due, where no specific Covid-19 cause has been identified by the customer to the Retailer, can continue to be pursued in line with a Retailer's Terms and Conditions of Supply, or that Retailers should be permitted to charge interest on late payment for these customers, it recommended additional protections that could be built in to protect smaller customers.

Although some responses to the consultation seek further clarity about what Ofwat considers enforcement to be, we have concluded that inserting a definition into the CPCoP is not required. To be clear, enforcement in this context means any excise by a Retailer of its rights for the non-payment of bills and invoices under its Terms and Conditions of Supply. This would therefore include the issue of letters which threaten further action, and any escalation of action from there.

We have considered responses and queries about the application of the section on enforcement, and whether this should apply to enforcement action currently being pursued due to the non-payment of bills and invoices, or whether it should be clarified that this only relates to invoices and bills that have not been paid due to the outbreak of Covid-19. We have carefully considered the points raised but have concluded that it is appropriate to ensure a pause in all enforcement action whether this initially arose prior to the outbreak of the Covid-19 pandemic or not. We considered that pursuing enforcement action during a period when many Non-Household Customer's premises are closed, and therefore those customers will be unable to respond to such action, would not be fair or proportionate. This restriction is a temporary measure only and, as detailed above, we have included an additional section in the CPCoP (9.6) to make clear that the restrictions do not constitute and should not be interpreted as a waiver by the Retailer of its contractual rights, which the Retailer will be able to exercise again once the lockdown due to Covid-19 is lifted and Ofwat has removed all restrictions.

Bad debt

Two Retailers made reference to the requirement for protections from bad debt and one discussed mutualisation. Ofwat has recently approved a modification to the WRC ([CPW093](#)) which put in place interim measures to address immediate cash flow challenges faced by Retailers. With this interim measure in place, Ofwat is now working closely with the Market Operator, MOSL, and other stakeholders to develop more enduring solutions to the liquidity challenges and excessive levels of bad debt that could arise from Covid-19.

Amendments to Terms and Conditions of Supply

Two Retailers did not support a requirement to amend their Terms and Conditions of Supply. One suggested that making such an amendment would cause confusion for customers and increase customer contact.

We note the concerns expressed by these Retailers. However, we consider that incorporating the wording of new section 7.1.6 into Retailers Terms and Conditions of Supply is necessary in these circumstances. Incorporation of this wording into the Terms and Conditions of Supply ensures that the provision is legally effective in protecting customers from being disconnected where they are unable to pay as a result of Covid-19.

Late Payment Charges

One Retailer highlighted that it has already ceased to charge late payment charges, which it highlighted are different to interest. It suggested that suspension of late payment charges is an additional relief that could be incorporated into the Change Proposal.

We agree with this. Due to the changes we have approved to the WRC, Retailers are not currently required to pay late payment charges. We consider that Retailers should be passing on this relief to their Non-Household Customers and have therefore made amendments to the drafting of new section 9.4 to take account of this.

Lifting of restrictions

A Retailer suggested that consideration needs to be given to how this will be unwound after the pandemic. CCWater stated that it would welcome a further consultation when Ofwat deems it appropriate to review these measures. Due to these unprecedented circumstances, CCWater stated that it wants to ensure that Non-Household Customers continue to receive robust protection until it is agreed that normal conditions have resumed. We note these points and will take steps as needed to unwind the changes made to the CPCoP as a result of the pandemic when the time is appropriate. We will continue to give consideration to what changes might be required and when it would be appropriate to make them.

Trade Credit Insurance

One Retailer respondent said that it did not disagree with the intention of the Change Proposal. However, it stated that it has Trade Credit Insurance which ensures that it is able to pay its bills to Wholesalers if it is not paid by its customers. To trigger this

insurance, it has advised that it must have taken reasonable actions to recover the debt. It expressed concern that if the Change Proposal prevents it from taking reasonable action then it will not be able to claim on its insurance. Whilst it doesn't envisage needing to claim on its insurance, it has suggested that the CPCoP should allow it to take reasonable action to recover unpaid sums if required. We do not consider that it would be reasonable for a Retailer to be expected to enforce a debt for the purposes of Trade Credit Insurance where a legal change as a result of implementation of the Change Proposal prohibits it from doing so.

Measures for household customers

CCWater called for equivalent measures of support for Non-Household Customers as are applicable for household customers, it stated that many water companies are offering household customers payment breaks or payment plans. CCWater suggests further changes should be made to the CPCoP to ensure the protections are equivalent for both household and Non-Household Customers.

The measures we have put in place are intended as a minimum protection to Non-Household Customers, and commensurate with the measures we have introduced to assist Retailer liquidity in the WRC. However, we encourage Retailers to consider what further protective measures they can offer Non-Household Customers to assist during the Covid-19 lockdown period, including those referred to by CCWater.

The General Principles

The majority of respondents agreed that the Change Proposal promotes and facilitates the General Principles. One Retailer did not, however, consider that the Change Proposal was closely linked to the General Principles which focus on key principles for every day circumstances. It said, however, that extreme circumstances will almost inevitably require dedicated solutions precisely because the circumstances are extraordinary.

One Retailer said that it agreed that the Change Proposal furthers the General Principles proportionately in relation to customers. However, it made some suggestions regarding the legal drafting (detailed below) which it considered would more robustly meet the principle that communication with Non-Household Customers shall be in plain and clear language (section 4.1.2 of the CPCoP) and that information provided to them shall be complete, accurate and not misleading (section 4.1.4 CPCoP). As detailed above, we have inserted an additional section into the CPCoP which requires Retailers to include information related to current restrictions on their websites.

One Wholesaler, whilst agreeing that the Change Proposal promotes and facilitates the General Principles of the CPCoP, suggested that the CPCoP should state more assertively that where a Non-Household Customer is able to continue to pay any due amount, the Retailer should actively communicate and encourage the customer to do so. The Retailer should continue to actively bill and collect all collectable revenue to support payment of Wholesale charges due. Whilst we do not consider that changes are required to the legal drafting, we support the position that where customers are able to make payments they should continue to do so.

One Retailer suggested that the amendment that the Change Proposal that requires changes to be made to the Terms and Conditions of Supply does not further promote principle that communication with Non-Household Customers shall be in plain and clear language (section 4.1.2 of the CPCoP). It considers that the text to be inserted is legalistic and suggests that Retailers should be given the flexibility to communicate this to customers in plain and clear language which is understandable to customers who may not be familiar with the wording of the Water Industry Act 1991. As detailed above, incorporation of the section 7.1.6 wording into the Terms and Conditions of Supply ensures that the provision is legally effective in protecting customers from being disconnected where they are unable to pay as a result of Covid-19. Retailers will also be required to include information on their websites using language they deem fit. Ofwat intends to check compliance with this section, and where it considers that the language used is misleading, or in any way does not meet the requirements of the CPCoP, will take steps to address this.

CCWater also considered that it is important that the changes to the Terms and Conditions of Supply are communicated to customers in plain and clear language. We agree with the comment made by CWater and we expect Retailers to take this approach to their communication with customers regarding the change of the Terms and Conditions of Supply. As detailed above, following consideration of consultation responses we have introduced a requirement for Retailers to add information on their websites which sets out clearly for customers that to explain the actions that they will not be taking as a result of the Change Proposal (see new section 7.1.7 in Appendix 1).

A further Retailer stated that many Terms and Conditions of Supply require Retailers to provide advance written notice (often by post) to customers before the amendments take effect. It was suggested that this would create unnecessary delay in the provision of information to customers, in order to validly amend Terms and Conditions of Supply. Therefore, it did not consider that the requirement to amend Terms and Conditions of Supply furthered the principle of providing appropriate and timely information to Non- Household Customers to enable them to make informed choices. We have given consideration to these comments. As referred to above, we

think that amendments to the Terms and Conditions of Supply is required to ensure that the provision is legally enforceable.

We acknowledge the comments that have been made with regard to the General Principles. Overall, we do consider that the Change Proposal furthers the General Principles, the reasons for this are set out below in the decision section of this document.

Views on the corresponding changes to the WRC and legal drafting

The responses to the question about the corresponding changes to the WRC and the legal drafting have been considered as part of our decision on CPW094. The decision document for CPW094 will be published on our website in due course.

Proposed implementation date

Ofwat amended the proposed implementation date during the consultation from 6 April 2020 to 8 April 2020 to align with the proposed implementation date of the WRC amendments. All respondents agreed with the proposed implementation dates of either 6 April 2020 or 8 April 2020.

Our decision

We note that respondents to the consultation were supportive of the principle of the Change Proposal. Having considered the responses to the consultation we accept the Change Proposal, subject to amendments set out below, and which can be viewed in full at Appendix 1 of this document:

- Section 7.1.6: Amendment to confirm that the Authority will notify Retailers of an extension to this restriction which is consistent with changes we've made to the WRC. We have also included the implementation date.
- Section 7.1.7: New section which requires Retailers to include information on their website.
- Section 9.4: Amendment to include reference to restriction on the charging of late payment fees and insertion of 'bills' to make the language consistent with the rest of the CPCoP. Amendments to confirm that the Authority will notify Retailers of an extension to these restrictions and the insertion of the implementation date.
- Section 9.5: Amendment to confirm that the Authority will notify Retailers of an extension to these restrictions.

- Section 9.6: New section which makes it clear that the insertion of sections 9.4 and 9.5 should not be interpreted as a waiver by Retailers of their contractual rights.

We have decided that the implementation date for this Change Proposal will be 8 April 2020. We note that consultation respondents were supportive of this date and we consider that this will provide a sufficient window of time for Retailers to make the necessary amendment to their Terms and Conditions. Implementation on 8 April 2020 will also align implementation with the corresponding changes that are being made to the WRC.

We will publish an updated version of the CPCoP on our website.

Reasons for our decision

We set out below our views on how the proposed change is in line with our statutory duties and which of the applicable Code Principles are better facilitated by the modification proposal.

Statutory duties

Under section 2 of WIA91, as amended, we must carry out our prescribed powers and duties including:

- the granting of water supply and sewerage licenses (under sections 17A and 17BA of the WIA91); and
- the enforcement of a licence (under section 18 of the WIA91)

imposed on us as an economic regulator in the way we consider will best:

- further the consumer objective to protect the interests of consumers, wherever appropriate by promoting effective competition
- secure that water companies (meaning water and sewerage undertakers) properly carry out their statutory functions
- secure that water companies can (in particular through securing reasonable returns on their capital) finance the proper carrying out of their statutory functions
- secure that water supply licensees and sewerage licensees properly carry out their licensed activities and statutory functions
- further the resilience objective to secure the long-term resilience of water companies' water supply and wastewater systems as regards environmental pressures, population growth and changes in consumer behaviour; and to

secure that they take steps to enable them, in the long term, to meet the need for water supplies and wastewater services to consumers.

Subject to our main duties above, we must also regulate in the way we consider will best:

- promote economy and efficiency by water companies in their work
- secure that no undue preference or discrimination is shown by water companies in fixing charges
- secure that no undue preference or discrimination is shown by water companies in relation to the provision of services by themselves or by water supply licensees or sewerage licensees
- secure that consumers' interests are protected where water companies sell land
- ensure that consumers' interests are protected in relation to any unregulated activities of water companies
- contribute to the achievement of sustainable development

We must also have regard to the principles of best regulatory practice. These include that regulatory activities should be transparent, accountable, proportionate, consistent and targeted.

We consider that the proposed changes to the CPCoP comply with our statutory duties.

The Authority is taking steps to ensure that all Non-Household Customers are protected against the threat of disconnection as a result of non-payment of bills due to the impact of the Covid-19 pandemic. Changes made to the WRC that suspend interest and late payment obligations on Retailers are passed through to Non-Household Customers by these changes to the CPCoP. It is important that Non-Household Customers are made aware of these changes, and it is considered that Retailers are in the strongest position to provide this. The requirement on Retailers to include information on their website will ensure that Non-Household Customers are informed. This Change Proposal and the changes that we have made to the WRC look to ensure that there is a consistent approach across the water and wastewater sector during the Covid-19 pandemic.

This decision has been made on the basis that a temporary mechanism is required to ensure that Non-Household Customers are supported where possible during the Covid-19 pandemic which has resulted in the systematic closure of businesses resulting from the imposition of legislation in March 2020, and the reduction in staffing due to illness affecting output and cash-flow. The temporary nature of the measures means that Retailers rights are not waived. Non-Household Customers

who are able to pay their bills must do so. We consider that the measures that are being implemented are proportionate to address the unprecedented impact of Covid-19.

The Authority considers that the Change Proposal is consistent with the CPCoP General Principles as detailed below.

CPCoP General Principles

Retailers shall be fair, transparent and honest; while putting the customer at the heart of their business

This Change Proposal puts the customers to the forefront by ensuring that their premises are not disconnected, interest and late payment charges are not imposed, and enforcement action is not taken for the non-payment of charges during these extraordinary times. Retailers are receiving assistance through measures set out in the WRC and MAC, and it is therefore fair that their Non-Household Customers also receive enhanced protections during this period.

Communication with Non-Household Customers shall be in plain and clear language

Drafted in plain English, the Change Proposal explicitly states what changes should be made to the Terms and Conditions of Supply in relation to disconnections. We have added a new section 7.1.7 in light of consultation responses received. Section 7.1.7 requires Retailers to include in a prominent place on their websites information about what actions they will not be taking as a result of the Change Proposal. This amendment goes further to promoting this principle.

Any information provided to Non-Household Customers shall be complete, accurate and not misleading

The requirement to include the wording specified in section 7.1.6 in the Terms and Conditions of Supply promotes this principle as the set wording will ensure that the benefits intended through inclusion of section 7.1.6 are wholly achieved for all Non-Household Customers. This is further supported by inclusion of new section 7.1.7 which seeks to ensure that complete and accurate information about how Retailers are required to act in response to this Change Proposal will be publically available in a prominent position on Retailers' websites.

Decision notice

In accordance with paragraph 5.2.4 of the CPCoP, the Authority accepts this change proposal.

Georgina Mills
Director, Business Retail Market

Appendix 1 – Legal drafting

Insert new section 7.1.6

For the period from 8 April 2020 until 31 May 2020 or such other date as the Authority may notify in writing to Retailers, no amounts owed by the Non-Household Customer to the Retailer are “due” or shall be treated as “due” by the Retailer for the purposes of a disconnection notice under section 61(1ZC)(b) of the 1991 Act, and for these purposes only. All other rights and obligations under these Terms and Conditions of Supply are unaffected by this clause [Retailer to insert relevant clause number].

Insert new section 7.1.7

Retailers shall include in a prominent position on their website from 8 April 2020 until 31 May 2020, or such other date as the Authority may notify in writing to Retailers, a notice that, due to the impact of the coronavirus, they will not be:

- (a) serving disconnection notices for the non-payment of bills or invoices;
- (b) seeking to recover any default interest or impose late payment charges for the non-payment of invoices issued from 1 March 2020; and
- (c) seeking to enforce the non-payment of invoices.
- (d) Retailers should be clear in this website communication that the measures at (a) to (c) above are for a limited period and that where customers are able to pay their bills on time, then they should do so.

Insert new section 9.4 Covid-19 Interest Suspension

Notwithstanding their contractual right to do so, Retailers may not seek to recover any default interest or impose late payment charges for non-payment of any bills or invoices issued from ~~1~~ 1 March 2020, and may not charge default interest or impose late payment charges for any non-payment of invoices from 8 April 2020, until such date as the Authority may notify in writing to Retailers.

Insert new section 9.5 Covid-19 Non-Payment Enforcement Suspension

9.5.1 Notwithstanding their contractual rights to do so, Retailers may not seek to enforce non-payment of invoices against Non-Household Customers until such date as the Authority may notify in writing to Retailers.

Insert new section 9.6 No waiver

The prohibitions in sections 9.4 and 9.5 do not constitute and should not be interpreted as a waiver by Retailers of their contractual rights other than as required for limited period prescribed by the prohibitions. Retailers will be able to exercise their contractual rights again once the lockdown due to Covid-19 is lifted and the Authority has removed relevant prohibitions from this Code.