

Raising standards Improving service

So you can concentrate on the important stuff



Welcome

As we're committed to providing our customers with great service and to meet the standards set by Ofgem, the energy industry regulator, each year EDF Energy produces Customer Guarantees.

This booklet sets out the standards you can expect from us and reassurance of the positive action we'll take, if these standards aren't met. We've also taken this opportunity to include our full energy supply terms and conditions within this booklet.

We know that there were some disruptions to our service last year. That's because we upgraded our systems so we can provide you with great service in 2012. This includes our enhanced MyAccount, which is already live and helps you manage your energy account online, 24/7. Take a look at www.edfenergy.com/myaccount.

I do apologise if you have experienced any difficulties as we have implemented these systems improvements.

If you have any questions, please get in touch. You'll find our contact details on the back of this booklet.

Thanks for being an EDF Energy customer.

Yours sincerely



Steve Hayfield
Customer Services Director



Our Promises & Those of Your Local Electricity Network Operators For Your Domestic Electricity Supply^{††}

1. Making and keeping appointments

We promise to keep all appointments that we make to visit you at your home. These appointments will be arranged for either the morning or the afternoon, from Monday to Friday. We will, at your request, arrange to call within a two-hour time band, although this may not always be available for a specific day. If we are unable to arrange an appointment as promised above, we will make a payment to you of £22 for electricity supply appointments or £20 for gas supply appointments. **If we do not keep an appointment (or give you less than 1 working day's notice if we need to cancel or rearrange it) we will make a further payment of £22 for electricity supply appointments or £20 for gas supply appointments. This excludes any payments considered under Promise 3.**

2. Prepayment meter (supply failure)

If you lose your energy supply, first check that your prepayment meter has not run out of credit. In the case of electricity, if your neighbours have an electricity supply, check your own fuses and trip switch (if fitted). If they are in order, you may have a fault with your meter. We may charge you for an emergency call-out if we find that the meter is not faulty but has either run out of credit, or the fault is with your own equipment.

If you suspect that your electricity meter has a fault, please call us. If you telephone between 7am and 6pm Monday to Friday (excluding Bank Holidays) we will promise to visit you within 3 hours. If you telephone between 9am and 5pm Saturday and Sunday (including Bank Holidays) we will promise to visit you within 4 hours.

If you suspect a gas meter fault, call us. If you telephone between 8am and 8pm Monday to Friday, or 9am and 5pm Saturday and Sunday, we promise to visit you within 4 hours (including Bank Holidays).

If you have a prepayment meter fault, have no supply and request an emergency call out and if we do not visit you within the timescales set out above, we will compensate you with £22 for electricity supply visits or £20 for gas supply visits.

If you smell gas or are concerned about a gas safety matter please call National Grid free on **0800 111 999[†]**.

3. Meter disputes

If you think that your bill (or Prepay customer statement) is too high and you are not happy with our attempts to resolve the matter, you can request to have your meter tested. If your meter is found to be recording correctly, we may charge you for the costs of testing your meter. All of our meters have been tested to a high standard and we are required by law to work within tight accuracy limits.

Unless we consider a visit necessary, we will provide an explanation of the probable cause of the problem within 5 working days from the day you notified us. We will contact you within 7 working days to arrange a visit if we are unable to provide an explanation without a visit. **If we do not write to you or offer you an appointment when necessary, we will make a payment to you of £22 for electricity supply issues or £20 for gas supply issues. In addition, if we do not keep our appointment we will make a further payment of £22 for electricity supply appointments or £20 for gas supply appointments.**

4. Charges and Payments

This Promise only applies to electricity customers in the London, South East and South West[^] distribution areas and covers the following:

- If you have a query about the accuracy of your electricity account
- You want to change the way you pay your bill and we are not able to support this method of payment
- You consider you are due a penalty payment
- You are due a refund following a dispute on the accuracy of your account.

We will reply to your query within 5 working days. If as a result of your query a refund is due, this will be paid within 5 working days from the date you are informed. If we fail to do so, we will pay you £22.

^{††}Subject to certain exclusions, which are explained in more detail on page 11.

[^]These areas relate to former Regional Electricity Company areas. If you have any questions about these areas please call us free on **0800 096 9000[†]**.

5. Payments

If you qualify for payment under any of Promises 1-3, we will make the payment within 10 working days. Normally it will be credited to your energy account, or in some cases a cheque will be sent to you. **If we fail to do this, you will be entitled to a further £22 for electricity supply payments or £20 for gas supply payments.**

6. Appointments (not including new connections)

Should your local network operator need to visit you, or should you request a visit from them for any reason, you will be offered an appointment during the morning or afternoon, or within a 2 hour time band, although this may not always be available for a specific day. **If they fail to make or keep an appointment they will arrange for you to receive a £22 payment.**

7. Payments

Your local network operator will notify you or your supplier of any Guaranteed Standards that they have failed to meet (other than those for which you have to make a claim for payment). In any case, they will send your payment either directly to you, or to your electricity supplier within 10 working days of becoming aware of the failure; except in the case of supply restoration during severe weather when they will issue payment as soon as is reasonably practical. **If they fail to notify you, or your supplier, or fail to send a payment within the above timescales they will arrange for you to receive an additional £22.**

8. Supply restoration during normal weather

If your electricity supply fails during normal weather conditions because of a problem on the distribution system your local network operator will restore it within 18 hours of first becoming aware of the problem. **If they fail to do this and you make a valid claim within 3 months of the date the supply is restored, they will arrange for you to receive £54 if you are a domestic consumer or £108 if you are a business consumer. You will also receive a further £27 for each additional 12 hours you are without supply.**

If your electricity supply fails during normal weather conditions because of a single incident on the distribution system affecting 5,000 premises or more, your local network operator will restore it within 24 hours of first becoming aware of the problem. **If they fail to do this and you make a valid claim within 3 months of the date the supply is restored, they will arrange for you to receive £54 if you are a domestic consumer or £109 if you are a business consumer. You will also receive a further payment of £27 for each additional 12 hour period that you are off supply up to a maximum of £216.**

9. Supply restoration during severe weather

If your electricity supply fails because of a problem on the distribution system due to severe weather your local network operator will restore it within the period prescribed by the Regulations dependent upon the scale of the event:

Category of severe weather	Definition
Category 1 (medium events)	Lightning events – when a distributor experiences at least 8 times the normal amount of faults in 1 day – supplies will be restored within 24 hours
	Non-lightning events – when a distributor experiences between 8 and 13 times the normal amount of faults in 1 day – supplies will be restored within 24 hours
Category 2 (large events)	Non-lightning events – when a distributor experiences at least 13 times the normal amount of faults in 1 day – supplies will be restored within 48 hours
Category 3 (very large events)	Any severe weather events where at least 35% of exposed customers are affected – supplies will be restored within a period as calculated using a formula based on the number of customers affected as set out in the Regulations

If they fail to do this and you make a valid claim within 3 months of the date the supply is restored, they will arrange for you to receive £27 (for both domestic and business consumers). You will also receive a further £27 for each additional 12 hours you are without supply. The maximum payment you will receive is £216. These payments will be made as soon as reasonably practicable.

10. Rota disconnections

On very rare occasions there may be supply shortages in your local area and your electricity supply may need to be interrupted on a 'rota' basis in order to share the available load. Your local network operator aims to minimize the amount of time that your supply would be affected in such cases. They will ensure a total of no more than 24 hours without electricity during a rota disconnection. If you are without supply for a period before your local network operator commences rota disconnections, this would be covered by sections 9 or 10 as appropriate. **If they fail and you make a valid claim within 3 months of the date the supply is restored, they will arrange for you to receive £54 if you are a domestic consumer or £108 if you are a business consumer.**

11. Notice of planned supply interruption

If your local network operator needs to switch off your power to work on the network for planned maintenance work, they will give you at least 2 days notice. (They will always give as much notice of a planned interruption as possible, even if they know they have already failed the standard.) **If they fail to give 2 days notice or they switch your electricity off on a different day, then you can claim (within 1 month of the failure) £22 if you are a domestic consumer or £44 if you are a business consumer.**

12. Multiple interruptions

If your electricity supply fails because of a problem on the distribution system and you are without power for three hours or more, on four or more different occasions in any single year (12-month period) starting on 1 April, you are entitled to a £54 payment. You must make a valid claim for this payment within three months of the end of the year to which the claim applies. In order for your claim to be verified you will need to provide the address of the premises affected and the dates of the electricity supply failures. Incidents for which a payment has already been made cannot be included in your claim.

13. Distributor's fuse

If you report information that leads them to believe that the main fuse between the incoming supply cable and your meter has or might have failed, your local network operator will attend your premises within 3 hours on weekdays if you notify them between 7am and 7pm. At weekends and bank holidays they will attend within 4 hours if you contact them between 9am and 5pm. If you notify them outside these times, they will treat your call as if they had received it at the start of the next day. **If they fail to do this they will arrange for you to receive a £22 payment.**

14. Voltage complaints

If you report a problem with the voltage of the electricity to your premises your local network operator will send you an explanation within 5 working days or offer to visit you to investigate within 7 working days. **If they fail to do this they will arrange for you to receive a £22 payment.**

Electricity Connection Guaranteed Standards

Your local network operator guarantees their key connection services. The guarantees apply to new or modified connections.

15. Provision of budget estimates

If you ask them for a desk top budget estimate of connection costs that does not require a visit, your local network operator will provide this within the following timescales from when you have given them all the information that they need and paid them any fees.

If the required capacity of the connection is less than 1MVA (Mega Volt-Ampere), your local network operator will provide the budget estimate within 10 working days. If the required capacity of the connection is 1MVA or more, they will provide the budget estimate within 20 working days.

If they fail to do this they will pay you £50.

16. Provision of quotations

If you ask them for a quotation for a connection, your local network operator will provide this within the following timescales from when you have given them all the information that they need and paid them any fees. **If they fail they will pay you a fixed amount for each working day they are late.**

Type of Connection	Timescale (demand)	Timescale (generation)	Late payment per working day
Single domestic Low Voltage service demand connection or alteration (including moving a meter)	5 working days	-	£10
Small Low Voltage demand projects (domestic developments of less than 5 houses or single non-domestic connections with whole current metering)	15 working days	-	£10
Other Low Voltage connections with Low Voltage works	25 working days	45 working days	£50
Connections involving High Voltage works	35 working days	65 working days	£100
Connections involving Extra High Voltage works	65 working days	65 working days	£150

17. Quotation accuracy scheme

This only applies to customers asking for a quotation for a single Low Voltage domestic service or for a small Low Voltage demand project.

Customers have the right to challenge the accuracy of their quotation under the Quotation Accuracy Scheme. If the quotation is found to be inaccurate or incomplete, your local network operator will make a fixed payment. They will provide you with a correct quotation and also refund you the amount of any overpayment you have made. If they have undercharged you, they will require you to repay the additional amount.

Type of Connection	Payment
Single domestic Low Voltage service connection or alteration (including moving a meter)	£250
Small Low Voltage demand projects (domestic developments of less than 5 houses or single non-domestic connections with whole current metering)	£500

18. Making contact to schedule work and completing work for single low voltage services and small low voltage projects

Once your local network operator has received written acceptance of our quotation and you have paid the full amount quoted, they will contact you within 7 working days to discuss dates for carrying out the works. It may not always be possible to agree a date when they contact you initially, for example if rights of access or other consents are required. Please note: works on moving meters are not covered by this standard.

If they fail to contact you they will pay you £10 for each working day they are late.

Once a date is agreed to complete the works (or a phase of works specified in the quotation), this may be varied at your request or agreement or as notified by your local network operator (for example if severe weather causes them to postpone planned works, delays in obtaining rights of access or other consents, or if prerequisite works have not been completed). They will complete the works on the agreed date.

If they fail to do this they will pay you £25 for each working day they are late.

19. Making contact to schedule work and commencing and completing work for other low voltage connections, high voltage and extra high voltage connections

Once your local network operator has received written acceptance of our quotation and you have paid the full amount quoted (or an amount for phases specified in the quotation), they will contact you to arrange to schedule dates to carry out the work. It may not always be possible to agree dates when they contact you initially, for example if rights of access or other consents are required. **If they fail to contact you they will pay you a fixed amount for each working day they are late.**

Type of Connection	Timescale to make contact	Late payment per working day
Other Low Voltage connections with Low Voltage works	7 working days	£50
Connections involving High Voltage works	10 working days	£100
Connections involving Extra High Voltage works	15 working days	£150

Your local network operator will agree dates to commence the works, complete the works (or a phase of works specified in the quotation) and if required energise the supply. These dates may be varied at your request or agreement or as notified by them (for example if severe weather causes them to postpone planned works, delays in obtaining right of access consents, or if they are unable to undertake live working on our system for safety reasons or prerequisite works have not been completed). They will commence on-site work, complete the on-site works, and energise if required, on the agreed dates. **If they fail to meet an agreed date they will pay you a fixed amount for each working day they are late.**

Type of Connection	Late payment per working day for commencing work	Late payment per working day for completing work	Late payment per working day to energise where required
Other Low Voltage connections with Low Voltage works	£20	£100	£100
Connections involving High Voltage works	£20	£150	£150
Connections involving Extra High Voltage works	£20	£200	£200

20. Notification of payment under electricity connections guaranteed standards

If your local network operator fails to meet any of the standards they will make your payment by cheque, by electronic transmission or as a credit to your connection invoice, within 10 working days of the failure.

If they fail to make the payment within the above timescales you will be entitled to an additional £50.

In line with Section 39A (5) of the Electricity Act 1989 (as amended by the Utilities Act 2000), any guaranteed standard payments you receive will not prejudice your entitlement to any other remedy or action that may be due to you because of your distributor's failure.

Our Promises and Those of Your Local Gas Pipeline Operator for Your Domestic Gas Supply^{††}

21. Connections

If you have asked for a new connection, or a change to your existing connection, your local gas pipeline operator will provide you with a quotation within 6 working days for a standard connection, 11 working days for a non-standard connection, or 21 working days for a non-standard connection greater than 275kWh per hour. **If they fail to do this, they will make a payment to you of £10 (£20 for connections greater than 275kWh per hour), plus the same amount for each additional working day that you have not received the quotation, up to the sum of £500, whichever is lowest. This does not apply where you have provided incorrect or incomplete information or where consent is required from a third party.**

22. Accuracy of quotation

Your local gas pipeline operator will provide you with a correct quotation and will refund if overcharged.

23. Response to land enquiries

On receipt of a land enquiry in respect of a new connection or an existing connection, your local gas pipeline operator will respond to you within 5 working days. **If they fail to respond within the time, you will receive an initial payment of £40, plus £40 per additional working day that you have not received a response. Maximum payment available is £250 for connections up to 275kWh per hour and £500 for connections over 275kWh per hour.**

24. Reinstatement of customer's premises

Your local gas pipeline operator promises reinstatement of your premises within 5 working days of completing engineering works. **If they fail to do this, they will make an initial payment of £50 plus further payments of the same amount for each period of 5 working days after the initial 10 working days.**

25. Provision of alternative heating and cooking

If you are a priority needs domestic customer and are registered on your local gas pipeline operator's Priority Services Register, special arrangements can be made if your gas supply is interrupted. Your local gas pipeline operator will provide you with alternative heating and cooking facilities in the case of:

- a planned event within 4 hours
- an unplanned event affecting less than 250 customers within 4 hours
- an unplanned event affecting more than 250 customers within 8 hours

Where priority needs domestic customers' supplies are interrupted and your local gas pipeline operator fails to provide alternative heating and cooking facilities, a payment of £24 will be made, providing you notify your supplier within 3 months of the event.

26. Supply restoration

Your local gas pipeline operator will restore domestic customers' gas supplies within 24 hours of an unplanned interruption. **If they fail to do this (where it is their fault) they will pay you £30 for their failure to restore within 24 hours. A further payment of £30 will be made for each additional complete period of 24 hours that it takes to restore the supply.**

27. Commencement of work

Your local gas pipeline operator will provide you with dates for the commencement and substantial completion of work on your connection, within 20 working days from receipt of your quotation approval. **If they fail to do this, you will receive an initial payment of £20, plus £20 per additional working day. For connections greater than 275kWh per hour the initial payment will be £40, plus £40 per additional working day, up to the quotation sum or £250 (£500 for connections greater than 275kWh), whichever is lowest.**

28. Completion of work

If work on your connection is not substantially completed on the agreed date (and the delay is not requested by you), you will be entitled to compensation. **Your local gas pipeline operator will pay you £20-£150, depending on the quoted costs, plus the same amount for each additional working day that the failure continues. The total amount is subject to a maximum; please contact your local gas pipeline operator for further details.**

29. Payments

If you qualify for a payment from your local gas pipeline operator, they will pay you automatically within 20 working days of their failure. They will either send a cheque made payable directly to you or in some cases to us. If we receive a payment we will pass it on to you as soon as possible. **If your local gas pipeline operator fails to make the payment to you (or 'us') within 20 working days, you will be entitled to a further £20.**

^{††}Subject to certain exclusions, which are explained in more details on page 11.

Overall Standards of Performance

Our Standards – Gas and Electricity

Each year the Office of Gas and Electricity Markets (Ofgem) closely monitors our Standards. We are always striving to make improvements, and are pleased to publish our performance against the targets set during the year commencing 1 April 2010.

Electricity Overall Standards	Target	Number of requests	Number within target time	% achieved
1. Move meter within 15 working days	100%	2360	2360	100%
2. Reconnect customers who are disconnected	100%	319	319	100%
3. Change of meter	100%	37566	37566	100%
4. Respond to prepayment meter faults				
a) In hours	98%	2956	2956	100%
b) Out of hours	95%	830	830	100%

Gas Overall Standards	Target	Number of requests	Number within target time	% achieved
1. Move meter within 15 working days	100%	73	73	100%
2. Reconnect customers who are disconnected	100%	13	13	100%
3. Change of meter	100%	31253	30008	96%
4. Respond to prepayment meter faults	95%	45836	45146	98%

Performance information

Performance against the guaranteed standards, including the levels of compensation that have been paid out, is published by the consumer champion, Consumer Focus at www.consumerfocus.org.uk/publication-reports

Telephony	Average % Performance Achieved Against License Standard
1. Telephone response time	91%
2. Response to uncontrolled escapes	95%
3. Response to controlled escapes	97%

		Overall Standards of Performance		
Networks		1	2	3
National Grid	East of England	90.52%	95.16%	96.82%
	London	90.52%	96.13%	97.87%
	North West	90.52%	92.14%	95.11%
	West Midlands	90.52%	95.32%	97.73%
Scotland Gas Networks	Scotland	90.52%	97.31%	98.62%
Southern Gas Networks	Southern	90.52%	97.08%	98.72%
Wales & West Utilities	Wales and West	90.52%	98.45%	99.39%
Northern Gas Networks	Northern	90.52%	91.57%	94.32%

Overall Standards of Performance 1 April 2009 to 31 March 2010

EDF Energy Fuel Mix – Electricity Supplied by EDF Energy 2010/2011

The table below shows you a breakdown of the source of electricity that we supply to your home. We are committed to ensuring that our renewable electricity investment is ongoing and long term. In fact, EDF Energy is a core part of EDF Group, which has by far the lowest intensity of carbon emissions amongst all of the major European electricity producers and has recently become Britain's largest producer of low carbon electricity.

In 2007 we launched Our Climate Commitments, the biggest package of environmental initiatives announced by any UK energy company, including a major undertaking to reduce the intensity of CO₂ emitted from its legacy electricity generation by 60% by 2020. To find out more about our climate commitment targets, please visit www.edfenergy.com/oursustainabilitycommitments

Electricity supplied by EDF Energy was generated from the following fuel sources

	Coal	Gas	Nuclear	Renewable	Other	CO ₂ g/kWh	Radioactive g/kWh
EDF Energy	27.9%	5.7%	61.8%	3.9%	0.7%	280	0.0062
National Average*	28.9%	44.2%	17.3%	7.9%	1.7%	450	0.0017

The information in the table is for the period April 2010 to March 2011 and is consistent across all of EDF Energy's supply licences (i.e. for customers of EDF Energy and British Energy Direct Limited).

* Source: Department of Energy and Climate Change (DECC)

For further information, please visit www.edfenergy.com/fuelmix

How to Claim Compensation

Promises 1- 5	Promises 6 - 20	Promises 21 - 29
These are listed at the beginning of this booklet and should be paid automatically by us. If you have any questions, call us free on 0800 096 9000 [†] or on text telephone on 0800 096 2929 [†] .	Payments relating to these promises will be met by your local electricity network operator – this company will vary depending on where you live. Details of network operators can be found on page 15 of this booklet. You will need to contact your local network operator to make a claim under promises 8 - 12, but other promises should be paid automatically to you.	Payments relating to these promises will be met by your local gas pipeline operator. This is normally National Grid Gas plc. If you want to talk about your compensation with National Grid Gas plc, call them on 0845 070 0203 [†] for more information. If National Grid Gas plc is not your pipeline operator, call us free on 0800 096 9000 [†] for more information.

Exclusions

There are certain situations in which the promises we make to our customers may not apply. This is usually because of something outside of our control such as severe weather, industrial action or actions by people not employed by us. If we tell you that you are not eligible for a payment and you disagree, we will ask a manager to review the matter. A claim under our Customer Guarantee Scheme does not affect any other legal rights you may have. This booklet is intended only as a guide and does not impose any additional obligations on us. Full details of the relevant Standards of Performance can be obtained from the Office of Public Sector Information and their website at: www.opsi.gov.uk

We are here to help

If you have any difficulties please call us free on 0800 096 9000[†].

Making a claim for payment

Should you wish to make a claim under point 8, 9, 10, 11 or 12 please telephone your distributor for details of how to claim on the general enquiries number listed in the section on "Contacting your Electricity Distributor". If you make a claim outside the hours listed, your claim will be treated as if you had called on the next working day.

If you have a dispute with your distributor about whether you should receive a payment which you cannot resolve with them, you may refer the case to the Office of Gas and Electricity Markets (Ofgem), the independent regulator for the electricity industry, to request a formal decision.

Relevant Key Terms & Conditions

We have summarised below the key terms & conditions which we believe might reasonably be of most relevance to you. These terms are not a substitute for reading your full energy supply terms and conditions, which you were first provided with when you joined us and are also shown in this booklet, over-leaf. If you were signed up to a tariff with additional terms and conditions, you will also have been provided with these tariff terms and conditions. It is important that you're familiar with all the terms and conditions that apply to your supply contract.

Your exact tariff name is shown on your bill. You will need to know the name of your product together with the region in which you live, in order to identify the charges for your supply. You can find your relevant tariff terms & conditions together with your tariff charges by visiting www.edfenergy.com/tariff-info

- The charges and discounts that apply to your supply of Electricity and/or Gas were included in the tariff booklet that was provided to you when you joined EDF Energy or were signed up to a new tariff, as well as on every bill and annual statement sent to you.
- Unless you have agreed to a fixed price tariff with us for a specified period, the charges for your supply can be changed by us at any time by giving you 30 working days notice in accordance with Clause 3 of your supply terms.
- If you have signed up to a tariff with a specified end date, for example a fixed, discount tracker or online tariff, we will notify you when your tariff is coming to an end, at least 30 working days in advance. From the point of notification, you can change tariffs or leave EDF Energy without being charged an early termination fee. You'll be able to choose a new tariff from our other available tariffs at that time. If by the tariff end date you haven't either chosen a new tariff with us or notified us that you will be leaving, then you'll automatically be transferred to our Standard (Variable) tariff.
- If you are on a fixed, online, discount tracker or other special price tariff, if for any reason you end your supply contract with us (for example as a result of switching supplier) before the date the fixed tariff period expires you may become liable to pay a termination fee. You can find your relevant tariff terms & conditions with details of relevant termination fees by visiting www.edfenergy.com/tariff-info
- In addition please note the following discounts are also available in the following circumstances:-
 - If you pay us by fixed monthly direct debit you will receive a discount of 6%
 - If you take both gas and electricity from us at the same supply address you will receive a discount of £8.40, which will be calculated on a pro-rata basis and deducted from your gas bill.
- The duration of your supply contract is evergreen, this means it will continue until it is terminated in accordance with Clause 4 of your supply terms and conditions, for example by either of us providing the correct amount of notice or for breach of contract. You can end this contract at any time within 12 days of entering into it by writing to us, emailing us at CP@edfenergy.com or by phoning us on 0800 096 9000⁺ or 0800 015 1733⁺ for prepayment customers. After that time you can still end this contract at any time by giving us 28 days notice, or by giving us two working days notice if you are moving address. Also, if we change any of our terms to your material disadvantage without your prior agreement you will be given the opportunity to end this contract and change supplier before the change takes effect. We will explain what you need to do and by when, when we notify you of any such change. However please note that under your terms we have the right to prevent you from ending your contract and/or changing supplier (for whatever reason) in the circumstances set out in our supply licence, including where there is outstanding debt on your account.
- If you have not signed an express contract with us you are currently supplied on one of our deemed contracts. Your deemed contract will end if you subsequently enter into an express energy-supply agreement with us, on the date a new supplier starts to supply you or on the date you no longer own, rent or use the supplied (provided we have received at least two working days' notice from you of this). Further details on this are included in Clause 4 of your deemed contract terms.
- As noted above whilst we have tried to summarise above the terms that we believe might reasonably be

of most significant impact, all the terms within our full terms and conditions are important and we appreciate that different customers may have different views as to what is of most significance to them. For this reason it is important that you have access to our full terms and conditions, a copy of which would have been provided to you when you originally joined us. To ensure this is the case, and for the purposes of full transparency, we have also included a copy of our updated full terms and conditions in this booklet, shown overleaf. Please make sure you read these terms and if you have any questions regarding them please let us know so we can clarify these accordingly.

Contacting Your Electricity Distributor

For further information about any of the guaranteed standards, or if you would like to enquire about a service provided by your electricity distributor, please contact them using the details below.

To identify your electricity distributor you'll need the relevant two digits shown as part of your supply number on your electricity bill. This number is made up of 13 digits and shown in the bottom row of the 'S grid'. The adjacent image shows an example of this. Alternatively, you can call us on 0800 096 9000⁺ to find out who your electricity distributor is.

Please note if you ring your electricity distributor outside normal working hours, they will treat this as having been received at the start of business on the following working day.

S	01	234	567
	10	2345	6789 012

Electricity Supply Number	Distributor	Emergency/Supply Loss (24 hour)	General Enquiries
10	UK Power Networks	0800 783 8838	0845 601 4516
11	Western Power Distribution	0800 056 8090	0845 724 0240
12	UK Power Networks	0800 028 0247	0845 601 4516
13	Scottish Power Energy Networks	0845 272 2424	0845 273 4444
14	Western Power Distribution	0800 328 1111	0845 724 0240
15	Northern Powergrid	0800 668 877	0845 070 7172
16	Electricity North West	0800 195 4141	0800 048 1820
17	Scottish Hydro Electric Power Distribution	0800 300 999	0800 048 3515
18	Scottish Power Energy Networks	0845 272 7999	0845 273 4444
19	UK Power Networks	0800 783 8866	0845 601 4516
20	Southern Electric Power Distribution	0800 072 7282	0800 048 3516
21	Western Power Distribution	0800 052 0400	0845 601 3341
22	Western Power Distribution	0800 365 900	0845 601 2989
23	Northern Powergrid	0800 375 675	0845 602 4454
24	Independent Power Networks Ltd	0800 013 0849	0845 055 6199
25	ESP Electricity Limited	0800 731 6945	01372 227560
26	Energetics Electricity Ltd	0800 804 8688	01698 404640
27	The Electricity Network Company Ltd	0800 032 6990	01359 243292
28	UK Power Networks (IDNO)	0800 717 2012	0845 601 4516

Full Energy-supply terms and conditions

These terms and conditions apply if you are a customer using our electricity or gas services (or both) at your residential premises, other than in connection with any business (including any business involving letting, managing agent or accommodation services). Please read the terms and conditions carefully so that you fully understand your commitments and our responsibilities. Once we have received your signed contract (this includes contracts sent through the internet or agreed over the phone), we will look to carry out a credit check and decide whether the type of tariff and payment arrangements you have chosen are correct. If the information you provide under the contract is not complete, correct or clear, we may still begin your supply but only on terms that we consider to be the most appropriate for your situation. If there is a problem with your credit check, or the type of tariff or payment arrangements you have chosen, we will try to solve the problem with you if possible. If to fulfil your contract we need to transfer the responsibility for supplying gas or electricity to your premises from another supplier to us (known as a 'supply transfer') then we will complete such transfer to us within 21 days after the expiry of the notice period referred in clause 4a(i) unless you advise us that you want us to complete the transfer at a later date, or that you do not want us to complete your transfer within this period, or one or more of the conditions set out in Standard Licence Condition 14A.2 of our gas and electricity supply licence applies (known as the 'exceptions'). If one of the exceptions applies we will try to contact you to resolve the problem. If we cannot resolve the problem within a reasonable period of time then we will tell you and your contract will end automatically on that date. In addition, where your new contract does not involve a supply transfer, and we experience a problem in processing your new contract which we cannot resolve within a reasonable period of time then we will tell you and your new contract will end automatically on that date. Our responsibility to supply your premises (and your responsibility to pay for the supply) will only begin on the supply start date (see below). We may need to enforce other terms if your premises are not directly connected to the pipeline network operated by National Grid Gas plc or any of its companies.

Note: When we refer to **'energy'** throughout these terms and conditions, we mean residential gas or electricity, or both. When we refer to **'services'**, we mean residential gas, electricity, energy-related services or any other services, depending on the options you have chosen.

Words and phrases

The following words and phrases used in this contract have the following meanings.

"Consumer Direct" is the government funded telephone and online service offering information and advice for domestic and Micro Businesses consumer issues. Consumer Direct is funded by the Office of Fair Trading and delivered in partnership with Local Authority Trading Standards Services.

'exceptions' - means the conditions set out in Standard Licence Condition 14A.2 of our gas and electricity supply licence, examples of which include: If your previous supplier has prevented us from completing the supply transfer because it has raised an objection to the supply transfer; if we do not have all the information we require in order to complete the supply transfer, despite having taken all reasonable steps to obtain the missing information from you and we cannot readily obtain that information from another source; or we are prevented from completing the supply transfer due to any other circumstance which is outside of our control and which we have taken all reasonable practicable steps to resolve.

'gas transporter' – the company licensed to deliver gas through pipes to your premises.

'industry regulator' – the Gas and Electricity Markets Authority (otherwise known as Ofgem) set up by Parliament to protect the interests of consumers.

'local electricity distributor' – the company which owns or operates the distribution network used to deliver electricity to your premises.

"Ofgem" is the Office of Gas and Electricity Markets, set up by Parliament to protect the interests of energy customers. Their address is 9 Millbank, London, SW1P 3GE.

"Ombudsman Services: Energy" is an independent body approved by Ofgem to investigate complaints.

Visit: www.ombudsman-services.org or call 0330 440 1624.

'premises' – the premises (including any part of any land or building or structure) you have asked us to supply energy to under this contract, and where the supply is used only or mainly for residential purposes.

'smart meter' - the meter and equipment we can use to measure how much gas or electricity (or both) you are using, without having to visit your home. A smart meter means you can also see how much gas or electricity you are using.

'supply' and **'supplied'** – means the energy services provided under this contract (but not otherwise). This may also include services provided in connection with supplying energy to the premises.

'we', 'us', 'our' – the licensed energy supplier for the services you have asked for (that is, EDF Energy Customers plc, whose registered office is at 40 Grosvenor Place, London, SW1X 7EN, with company number 02228297, operating under the trading name of EDF Energy).

1 Your and our responsibilities

- 1a EDF Energy is the trading name we use for providing the services you have asked for. You are entering into a contract with us for those services. We will make sure that we supply services at the premises. This is on the condition that you do not already have a contract with anyone else for those services to be supplied at the premises (unless you will have ended that contract before this contract with us starts).
- 1b We will tell you the date when we expect to start supplying each of the services under this contract (this is known as the 'supply start date').
- 1c You agree that you own or use the premises (or will on the date you need the services to start) and that the premises are currently connected to a mains gas network and your local electricity distributor's distribution network.
- 1d You agree to pay any part of our charges, due under these terms, that are not part of a genuine dispute.
- 1e You agree that, for as long as we are registered with the local metering point administration service as the supplier responsible for supplying energy to your premises, all energy that passes through your meter (or meters) or is supplied to the premises (or both) will be treated as having been supplied under our contract, even if you have a contract with any other person for supplying energy to your premises.

2 Access to premises and meters

- 2a You confirm that you are legally able to, and have permission to, allow us into the premises and have full access to your meter (or meters) whenever we need to in line with these terms.
- 2b You agree that you are responsible for all pipes, equipment, wires and cables, and all other fittings used in connection with supplying energy on your side of the energy meter (your side of the meter starts at the point energy leaves your meter after the meter has measured it), and that you will make sure that they are kept in good working order and in safe condition at all times. Any energy losses that happen on your side of the meter are your responsibility.
- 2c You agree to give your gas transporter, your local electricity distributor or us (or our employees, agents and subcontractors) safe, full and free access to your premises, and all equipment, wires and cables, and all other fittings used in connection with supplying energy to your premises. If there are any obstructions that prevent us (or someone appointed by us) from gaining access to your premises and all equipment, wires and cables, and all other fittings used in connection with supplying energy to your premises, you are responsible (at your own cost) for removing the obstruction:
 - whenever there is a possibility of danger or damage to any thing or property, or at any time we use our powers under an Act of Parliament (or any regulation or similar law made under it) relating to how we deliver or supply energy; and
 - at all reasonable times for the purposes of installing, maintaining, inspecting, testing or replacing any lines, pipes, wires, cables or any other equipment used in connection with delivering or measuring energy.

- 2d You confirm that the premises have, and that you are authorised to use, metering equipment installed which is capable of providing the information we need to provide and measure energy in line with the type of tariff you have chosen. The metering equipment must meet relevant industry standards for safety, accuracy and reliability. If you are not sure whether the metering equipment installed at the premises meets these standards, you should contact us. If the premises do not have satisfactory metering equipment installed, we may replace your tariff with one that we consider appropriate for your meter. In this case, we may increase our prices (see clause 3) or ask you to replace your meter, which may involve an extra charge.
- 2e You must make sure that all metering equipment (whether it belongs to us or another person) on or at the premises is not damaged or stolen or lost. You must pay us any costs we may have to pay (either directly or indirectly) for replacing or repairing the metering equipment (including any call-out charges), unless the loss or damage is caused by fair wear and tear or as a result of something we have done or failed to do.
- 2f We will not be responsible for any fault relating to any meter or other fitting that we do not own or that has not been provided on our behalf, or for any consequences resulting from that fault.
- 2g If you take a supply of energy through a prepayment meter, and you use an electronic or token meter, it is your responsibility to make sure you buy enough credit units. You must also keep and look after the plastic card (or other device), keeping it clean, safe and free from damage. If you fail to do this, we may charge you any costs we may have to pay (either directly or indirectly) as a result.
- 2h If your contract in relation to either gas, electricity or any other service (or all three) ends, we may:
- 2h1 recover any energy meter we own or have leased; and
- 2h2 authorise any of our officers, employees, agents, contractors (or any other person we authorise) to enter your premises to remove all relevant meters.
- We will not use this right if another supplier agrees, before the date your contract ends, to buy or otherwise take possession of that meter on terms that make sure we receive appropriate compensation for the meter's value.
- 2i There may be times when we want to install, or appoint another person to install, any energy meter and any associated metering equipment at your premises so that we can improve the service we provide to you. If this is the case, you agree to allow us to do this, and to let us (or anyone we appoint) into the premises to install the meter and any associated metering equipment. We will try to give you reasonable notice before we visit your premises.

3 Prices and tariffs and changes to terms

- 3a The prices we charge you, or the structure of your tariff, and the ways you can make your payment, are set out in the pricing information and the options we have provided to you. The payment rate, payment method or the structure of your tariff you have chosen from those options each form a part of these terms and conditions.
- 3b Under this contract, we will be allowed to change any of these terms (including the price we charge you or the structure of your tariff) at any time. If this change puts you at a significant disadvantage (for example, if we increase prices), we will give you at least 30 days written notice (known as a 'variation notice') in line with the requirements of our supply licence. If you do not want to accept this change to your terms, you must tell us on or before the date that the change takes effect, we will let you know the date that the change will take effect (the 'effective date') in our variation notice. If you do that, you will also need to appoint another supplier to take over supplying your services. The new supplier must apply to take over your supply within 15 working days of you telling us that you want to end our contract. If, within this 15 working-day period, your other supplier applies to be registered to supply services to your premises, our contract with you for that service will end when your new supplier takes over the supply. We will not apply the change to our terms, as long as:
- (i) your other supplier takes over the supply within a reasonable period of time after applying to be registered as the supplier; and

- (ii) You pay any outstanding charges that are due to us before your new supplier takes over your energy supply. Otherwise, we will make the change to your terms and continue to supply the services in line with the new terms. If you have outstanding charges on your account, we may stop your supply being transferred. If so, we will notify you of our intention to stop your transfer and we will allow 30 working days from the date of our notification to give you time to settle your balance so your new supplier can re-apply to take over your supply. Where you serve notice on us to transfer to another supplier in line with this clause 3b, and where the change to the terms relates to a change to our prices, EDF Energy reserves the right to refund the difference in price to you by way of a rebate to reflect the difference in price as a result of the change to our terms.
- 3c There may be times when we need to change the price we charge you or the structure of your tariff other than in the circumstances described in clause 3b above. We would need to do so if we have to act in line with any relevant matter that changes our business costs in a way that is beyond our reasonable control. For example, this could be a relevant change in the law, to any government or regulation, or to any tax or duty that affects our businesses.
- 3d We will publish any change we make to the price we charge you or the structure of your tariff for any of the reasons given in clause 3c above.
- 3e If you ask for any service other than the service your gas transporter or local electricity distributor provides as standard, or if you cause them to have to pay costs beyond those they would normally be charged to carry out our responsibilities to you, we have the right to charge you any reasonable costs we have to pay as a result.
- 3f If the method of payment you use changes (for whatever reason), the price we charge you may change to reflect this. Also, if we need to change your energy meter or associated equipment because the method of payment you use has changed, we may make a charge to you to cover these costs.
- 3g Any taxes, duty or levies on energy (including VAT) will apply to all our charges, or be charged on the work done to process, distribute, transport, sell or supply energy, whether we pay these taxes and other charges direct or refund someone else who is responsible for making the payments.

4 Your right to end this contract and our rights to stop your supply

- 4a You can end these arrangements to have energy supplied at your premises by giving us notice in any of the following ways (You must give notice for each service you have asked for):
- (i) By telling us in writing, (including by email to CP@edfenergy.com) or by phone on 0800 096 9000* (or 0800 015 1733* if you are a prepayment meter customer) within 12 days of the date you entered into this contract.
 - (ii) By telling us on or before the effective date of any planned change to your terms (including our prices) which will put you at a significant disadvantage (see clause 3b above). Our contract for the services affected by the change will then end once another supplier has registered to supply services to your premises and taken over responsibility for providing your energy supply, provided that the transfer takes place in line with the timescales and requirements in clause 3b above.
 - (iii) By telling us in writing or by phone on 0800 096 9000* at least two working days before you want this contract to end, if you are permanently leaving the premises we are supplying energy to. If you do not give enough notice your contract will end on either the second working day after you have given us notice, or the day on which a new owner of occupier advises that they will be taking over the responsibilities for receiving a supply from us (whichever occurs first).
 - (iv) By telling us in writing, at any other time, at least 28 days before you want this contract to end, as long as you have agreed a contract with another supplier to begin from the date you want this contract to end. If we are providing you with more than one service, ending one service will not automatically end the contract for the other services.

- 4b When we have received notice under clause 4a above, we will prepare a final bill or statement for you. We may need to get a final energy meter reading before we can do this otherwise you may need to be billed to an estimated reading.
- 4c If you do not give us proper notice under clause 4a above, this contract will continue to apply and you will still be legally responsible for paying all charges made under it until the contract ends. If you have permanently left the premises, this will usually be when a new owner or someone else using the premises becomes responsible for the supply, or when the next actual meter reading is taken – whichever happens first.
- 4d We can end our arrangements with you under this contract by giving you at least three months' notice in writing, except if we are acting under clause 4e below (in this case, we do not need to give you any notice). If we act under this clause (4d), you can ask us to offer you new terms for supplying energy.
- 4e We are entitled to end this contract or stop supplying energy to your premises in the following circumstances.
- You do not pay any security deposit when we ask you to, or all or any part of our charges (that are not part of a genuine dispute) when they become due, whether under these terms or otherwise, or you do not carry out any of your other responsibilities under this contract.
 - You break any of the terms of this contract on more than one occasion, or in a serious way (for example, if we reasonably believe that you have stolen energy or deliberately interfered with an energy meter or with any part of the energy metering equipment).
 - An energy regulator directs another supplier, instead of us, to supply your premises.
 - We need to cut off your supply of energy in line with any of the energy industry arrangements we work to.
 - There is a risk of danger to you or other members of the public if we continue the supply.
 - You no longer own, rent or use the premises.
 - You are declared bankrupt, an organisation or individual takes formal steps to have you declared bankrupt, or an organisation or individual begins or threatens any other form of insolvency proceedings against you. If, for any reason, we continue to supply you in these circumstances, we may need to fit a prepayment meter at your premises. You will pay the costs of this, which we may collect through the prepayment meter. This action will not affect any other rights we may have.
 - There are circumstances beyond our reasonable control which mean we are not able to perform our duties under this contract. These circumstances include anything any other energy supplier, distributor, shipper or transporter has done or failed to do.
 - We are no longer involved in any of the industry agreements we work to, or the relevant industry agents used to collect and process meter information or to provide and maintain your meter are no longer appointed for each supply point at your premises.
- 4f Both you and we can end this contract immediately if we are no longer licensed to supply energy at your premises.
- 4g If we give you notice that we want to end your contract under clause 4, we will be entitled to take action (or appoint someone else to take action on our behalf) to prevent energy from being supplied to your premises under the contract or to disconnect your premises (or both). You agree to let us into your premises at all reasonable times to do this.
- 4h Ending your contract will not affect any rights and responsibilities you had before the contract ended, or any rights and responsibilities due to come into force under that contract or to continue after the date it ended.

5 Billing and payment

- 5a We will provide you with a bill or statement (which will show you a breakdown of our charges) at least once a year, but we may send you a bill or statement at any time, or in accordance with your agreed Payment Scheme.
- 5b We have the right to estimate consumption if we have not been able to collect all the information we need to work out the charges you owe us. For example, we may need to rely on estimated data if your energy meter has failed to accurately record the amount of energy we supplied during any particular period, or

if your prices have changed during a billing period, for whatever reason, and we do not have details of consumption on the date of the change. We will work out this estimate from information we have about the energy used at the premises, which may include any meter readings you've sent us or we've taken for you, or the size of your home and how you use your energy. .

- 5c If your energy meter is not read immediately before the relevant supply start date, or we reasonably believe that the meter reading we have is inaccurate, we may estimate the amount of energy supplied during the period beginning with the supply start date and ending with the earlier of the following dates.
- The date the meter is first read after the date we start supplying you.
 - The date your contract with us ends.
- We may use that estimate to work out your charges for energy we supplied during that period.
- 5d You agree to pay all or any part of our charges (that are not part of a genuine dispute) under each bill or statement when they become due, even if the amount is only an estimate of your consumption.. You should pay your bill by its due date, as shown on the bill, or within 14 calendar days of the issue date of the bill if no due date is shown. We have the right to offset any credits or debts you may have in connection with any goods or services we supply against any other credits or debts you have in connection with any other goods or services we may supply to you. For example, if your gas account is in credit, we can use that credit to pay off a debt on your electricity account.
- 5e If at any time any outstanding charges are owed by you to us, and you issue us with a payment that does not cover these charges in full, then you should advise us in writing at the time of making such payment which debt you require the payment to be made in respect of. Where you do not specify which debt you would like your payment to be credited against, we have the right to apply that payment to whichever debt we consider to be most appropriate. For example we may decide to apply the payment against those charges which have been outstanding for the longest period.
- 5f We will advise you of the payment scheme, plan or other payment arrangements ('Payment Schemes') that has been applied to your energy account in relation to your chosen energy products. You agree to pay for the energy that you use in line with such Payment Scheme. If you do not pay for your energy consumption in line with the requirements of your Payment Scheme then we have the right to withdraw you from such Payment Scheme, and may place you on an alternative Payment Scheme. This may result in any benefits or discounts that applied to your original Payment Scheme being withdrawn from you.
- 5g If you are having problems paying, we will try to help you, in line with our codes of practice. However, we can only do this if you contact us to let us know that you are having problems.
- 5h If you do not pay our bills in the way we have agreed with you, we can ask you to pay by some other method, in which case there may be a price increase (see clause 3f above). If this means we have to fit a prepayment meter, clause 2 above will apply, and you may be responsible for the costs of installing the prepayment meter. We will advise you of these costs at the relevant time.
- 5i We have the right to charge you interest if you are late paying any debt you owe us. If necessary, this will be at a yearly rate of 8% above HSBC Bank's base lending rate at the relevant time.
- 5j We have the right to recover any expenses we have reasonably been charged or any other reasonable costs connected with recovering money you owe and have not paid for under this contract. This includes costs associated with disconnecting or replacing an energy meter (or both) in these circumstances.
- 5k If your contract ends, and within 28 days or more from the date it ends you do not pay the charges due under the contract, we may transfer to your new supplier the right to recover those unpaid charges from you (within certain limits set out in our licence). Equally, in line with the same limits, when your contract begins your previous supplier may grant us the right to recover any unpaid charges from your contract with them. In these circumstances, you agree that we can collect from you the amount you owe, plus reasonable costs.
- 5l If special terms apply to the payment method you have agreed with us (for example, if you use a prepayment meter), we will tell you about these terms in writing and they will form part of your contract.

6 Security

- 6a We may at any time (except in certain circumstances if you are supplied through a prepayment meter or if it is otherwise not reasonable), ask you for a reasonable deposit (or other form of security) towards the charges in connection with any services we provide to you. If we do this, we will agree with you any special terms we need to enforce relating to the deposit. If we cannot agree these special terms with you, or if you do not provide the security deposit, we can give you notice that we plan to end your contract and stop supplying the services. If we do this, clauses 4f and 4g will apply as if one of the events mentioned in clause 4e had happened and we had given you notice under that clause.
- 6b The deposit we ask for will not be more than the amounts the conditions of our energy licences allow. Unless it is reasonable for us to keep a deposit for a longer period, we will repay it to you after a year, with interest at a rate set by the energy regulator. We will make this repayment:
- within 14 days if, during the previous full year, you have paid all our bills within 28 days of the date of each bill; or
 - within a month if the arrangements to supply you with energy under this contract have ended and you have paid all our charges.
- 6c When we repay a deposit, we may take from it any money you owe us.
- 6d If we ask you to pay a deposit and you do not agree to this, or you do not agree with the amount we have asked for, you can ask to have the dispute settled by Consumer Direct (a Government-funded advice service for consumers) or the Energy Suppliers Ombudsman. You can find their addresses on the back of the bills and statements we send you.

7 Limits to our liability

- 7a We are only liable (legally responsible) to you as set out in these terms and conditions. We have no other duty or liability to you, and all responsibilities, guarantees and any other conditions implied by law or otherwise will not apply, as far as this is allowed by law.
- 7b We will not be liable to you for any event or circumstance beyond our reasonable control, including anything any other energy supplier, distributor, transporter or shipper does or fails to do.
- 7c We are not liable to you in any way for any indirect or direct loss of income, business or profits, or for any other loss or damage that could not reasonably have been expected at the time we entered into this contract, other than that caused by us acting fraudulently. Also, we will not be liable to you for any loss you suffer as a result of your liability to any other person (however this is caused). As a result, we recommend that you consider insuring yourself against all these types of losses.
- 7d As far as our liability to you is not excluded by this clause (7), and except as set out in clause 7e below, we will only be liable to you up to a total of £10,000 for all incidents that lead to damage we are liable for or which involves us breaking a term of your contract (or both).
- 7e Nothing in these terms excludes liability for death or personal injury caused by our negligence or our liability to you resulting from us failing to carry out our legal duty under Part 1 of the Consumer Protection Act 1987.
- 7f This clause (7) will apply even after this contract has ended. As far as it excludes or limits liability, it will take priority over any other term of your contract.
- 7g Each of the sub-clauses (7a to 7g) of this clause is a separate limit to our liability and will continue to apply if, for any reason, one or more of these terms is found not to be valid or to be unreasonable. Also, each sub-clause will continue to apply after your contract has ended.

8 National Terms of Connection – electricity

Your supplier is acting on behalf of your electricity network operator to make an agreement with you. The agreement is that you and your network operator both accept the National Terms of Connection (NTC) and agree to keep to its conditions. This will happen from the time that you enter into this contract and it affects your legal rights. The NTC is a legal agreement. It sets out rights and duties in relation to the connection your network operator uses to deliver electricity to, or accept electricity from, your home or business. If you want

a copy of the NTC or have any questions about it, please write to Energy Networks Association, 6th Floor, Dean Bradley House, 52 Horseferry Road, London, SW1P 2AF. Or, you can phone 0207 706 5137¹ or see the website at www.connectionterms.co.uk.

9 Information policy

You agree that you have read and understood our information policy (set out at the end of this contract), and that you fully agree to its terms (in particular, that you agree to your personal information being used in the way described in the information policy).

10 Other conditions that apply

- 10a We can transfer all or any of our rights (including the right to recover unpaid charges) and liabilities under your contract, or appoint a subcontractor to carry out any of our responsibilities under the contract (or both), without your permission.
- 10b Your rights and duties under this contract are personal to you. You cannot transfer them to another person without our written permission.
- 10c We may have to stop, suspend or limit the supply of services to your premises as a result of an Act of Parliament or any regulation or direction made under it. While that law, regulation or direction is in force, you must not use these services, or you must keep to the limits set on these services, in line with our instructions.
- 10d You agree to any change we need to make to the terms of your contract as a result of a change in a licence or an order or decision made by the relevant authority.
- 10e If we do not enforce any part of this contract at any time, this will not stop us from doing so in the future.
- 10f We may sometimes monitor and record calls that you or we make in relation to our customer services and telemarketing. This is to improve the quality of our customer services and for training purposes.
- 10g If you need to give us notice under this contract, you must deliver it by hand or send it by post or fax to the address shown on this contract or on your last bill.
- 10h If we need to give you notice under this contract, we will send it to the address you have given us or the address of the premises we are supplying with energy under this contract (or both).
- 10i You and we should treat any notice sent by post to have been received two working days after it was sent, and any notice delivered by hand to have been given immediately when it was delivered.
- 10j These terms and conditions, the pricing information and any other documents we refer to make up the whole contract for the service between you and us.
- 10k We will not be breaking any term of this contract when we act in line with any rights or perform any duties under our energy-supply licences or any other relevant industry agreements or laws.
- 10l Nothing in this contract will affect our rights or powers under our energy-supply licences or other relevant laws.
- 10m If any term of this contract is found not to be valid or cannot be enforced in full or in part, the rest of the contract will continue to apply as normal.
- 10n The laws of England will apply to each contract you have with us and the English courts will have full jurisdiction (legal authority) over any disputes relating to your contract and all non-contractual disputes which relate to the services.

11 Summary of Key Terms

- 11a Our full name is EDF Energy Customers plc and our registered office is at 40 Grosvenor Place, London, SW1X 7EN (company number 02228297), we operate under the trading name of EDF Energy.
- 11b The services to be provided under this contract are the provision of gas and electricity supply, and all associated services required in the course of providing such supply (e.g. metering, customer services, billing etc). The service levels we are obliged to meet, and the compensation arrangements that apply if we fail to do so, are set out in the Standards of Performance booklet, details of which and our performance against these standards will be sent to you at least once a year. Other services are available from EDF Energy (e.g. a range of Energy Services including the supply and installation of energy efficiency measures) and, unless otherwise agreed with us, these will be provided under the terms of a separate contract.

- 11c In order for us to be able to supply you your premises need to be connected to relevant local electricity distributor's and/or gas transporter's network. If your premises are not currently connected to the relevant local electricity distributor's and/or gas transporter's network please contact us on 0800 068 8257[‡] and we will explain the process for connection and when that connection will take place.
- 11d Up to date information on all our applicable tariffs, and any other charges we might apply in relation to ancillary services, are available on request if you contact us on 0800 096 9000[‡]. You can see a copy of other charges we might apply in relation to ancillary services by visiting a page on our website at www.edfenergy.com/additionalcharges.
- 11e This supply contract is evergreen, which means it will continue until such time as it is terminated in accordance with its terms, following which to receive a further supply a new supply contract will need to be entered into with us. Any supplies that take place during any period where there is no contract in place between us will be subject to our deemed terms of supply published in accordance with the provisions of the Gas Act 1986 and Electricity Act 1989, each as amended from time to time.
- 11f If at any time you would like to make a complaint about the service you have received from EDF Energy or have any dispute with us that you wish to discuss in more detail please speak to one of our customer services advisers on 0800 096 9000[‡]. If they have not been able to resolve your complaint or dispute please ask to speak to a manager. If you are still not happy after speaking to a manager, please send an email to the Director of Customer Services at customerservicesdirector@edfenergy.com or alternatively write to the Freepost address: Customer Services Director, EDF Energy, Freepost RRYZ-BRTT-CBJS, Osprey House, Osprey Road, Exeter, EX2 7WN. The Director of Customer Services will endeavour to get back to you within 10 working days. If you are still not satisfied, please visit the Ombudsman Services - Energy website: www.ombudsman-services.org or phone them on 0845 055 0760[†].

12 Extra conditions if you have a smart meter

Your new smart meter and the display unit are an upgrade to your existing meter. By accepting this display unit and new smart meter, you agree to the following extra terms and conditions.

- 12a Unless otherwise agreed by us, we or our agents will own the smart meter and display unit, provided by us or on our behalf, at all times. If you move house, you must leave the meter and display unit in the premises.
- 12b You agree that we may use the smart meter to manage your gas and electricity supply without needing to visit your home. This includes reading the meter, monitoring the energy you use, repairing and updating the smart meter, switching the smart meter from credit to prepayment and disconnecting your supply (in the circumstances set out in this contract).
- 12c Given that your energy charges will vary depending on your chosen product from time to time, and changes in energy charges over time, the information displayed on any display unit linked to your meter may not always be fully up to date and therefore is for guidance only and should not be relied upon as the definitive position.
- 12d We can use the information from the smart meter so that we can send you a bill, offer you the most appropriate tariffs and energy-saving products and for the other purposes set out in the Information policy below. You will let us collect this information while we supply your electricity or gas (or both).
- 12e You must take reasonable care to make sure you do not damage or interfere with the display unit. If you do not, you will have to pay our agents' reasonable costs for visiting your premises and any work that we or they carry out to the display unit or other equipment.
- 12f You must tell us straight away if there is any damage, a fault or other problem with your display unit, or if you think it has been tampered with or if there are any changes to the display unit which may stop it from getting information from the smart meter (for example, if you carry out building work that may impact on communication between the two devices and/or us)

Information policy

- 1 You agree to promptly give to us, free of charge, any information we reasonably need to:
 - a set up, monitor and manage your energy account;
 - b set and manage any security deposit we need;
 - c enter into all agreements and get the registration we need to supply you;
 - d supply you in line with your contract and the industry arrangements we work to;
 - e act in line with our rights and responsibilities under your contract;
 - f keep to all relevant laws;
 - g transfer your account to another supplier, when your energy account with us ends;
 - h carry out credit checking to help us choose the type of tariff, method of payment and frequency of payments that are most suitable for you;
 - i help run, and contact you about improving the way we run any accounts, services and products we have provided before, now or in the future;
 - j create statistics, test computer systems, analyse customer information and use it to tailor offers to you which we believe will be of particular interest to you (including using information about what you buy from us and how you pay for it);
 - k take part in a government or an industry group project or data-sharing initiatives, for example, those designed to tackle fuel poverty, improve energy efficiency or otherwise promote recognised social and/or consumer interests;
 - l help prevent and detect debt, fraud and loss;
 - m help train our staff; and
 - n as part of the process of selling one or more of our businesses.
- You agree to us sharing this information with other people or organisations if we need to do this for the purposes set out above. This may include sharing this information with anyone who holds a joint energy account with you, or with the person who holds the bank account for any direct debit you have set up to make payments on your energy account. We may also exchange information between any of your energy accounts that are with us or any of the companies in our group.
- 2 If we need to change agents (for example, meter readers), they may need to share your details with the agent replacing them.
 - 3 If you give us information to carry out a credit check, we will use your information to:
 - a check your details with a fraud protection agency, or a number of agencies (if you give us false or inaccurate information and we suspect fraud, we will make a record of this);
 - b help make decisions about credit and credit-related services, for you and members of your household (other organisations may use these records for the same purposes);
 - c help make decisions on motor, household, credit, life and other insurance proposals and insurance claims, for you and members of your household;
 - d trace and recover debt from you (if you owe us money), prevent fraud, and manage your accounts or insurance policies; and
 - e check your identity to prevent money laundering, unless you give us other satisfactory proof of your identity.
 - 4 By taking services under this contract, you agree to us using and sharing your information in line with this policy.
 - 5 If you have any questions about the information we are holding about you and how we use it, or if you believe that the information we have about you is wrong or needs to be updated, please call 0800 096 9000[‡] from 8am to 8pm Monday to Friday, or from 8am to 6pm Saturday.

Useful Contacts

Customer Services

For general enquiries please call **0800 096 9000**[†] or write to us at: EDF Energy, Freepost RRYZ-BRTT-CBJS, Osprey House, Osprey Road, EXETER, EX2 7WN. If you are unhappy with any of the services provided by us, please call us free on **0800 096 9000**[†].

Gas Leaks or Emergencies

If you smell gas or are concerned about a gas safety matter please call National Grid Gas plc free on **0800 111 999**[†]. In the event of a gas supply failure anywhere in the country, please call National Grid Gas plc on **0800 111 999**[†]. A text telephone service is also available on **0800 371 787**[†].

Text telephone for customers with hearing difficulties

Please call us on **0800 096 2929**[†].

Priority Services

Customers who are of pensionable age, disabled or chronically sick, amongst others, may apply to be listed on our Priority Services Register. To join our Priority Services Register or to simply find out more about our Priority Services call us free on **0800 269 450**[†]. EDF Energy has published a statement on our obligations to customers who are of pensionable age, disabled or chronically sick. You can obtain a copy of this statement at www.edfenergy.com/priority-services.

Information Booklets

Additional services are available for specific groups of customers, if you are having difficulty paying your energy bills, or if you have or are considering having a prepayment meter. If you would like more help and advice on any of these topics and many more, we have the following Information Booklets available for you:

- Energy efficiency in your home
- Making a complaint
- Paying your energy bills
- Pay as you go
- Priority Services
- Site access
- Gas safety

To request any of these booklets, please call us free on **0800 096 9000**[†] or visit www.edfenergy.com/info-booklets to download a version.

Consumer Advice

For independent advice on what you can expect from your energy supplier visit www.edfenergy.com/stayingconnected where you can download a copy of the Staying Connected Energy Consumer Guidance and Concise checklist by Consumer Focus. You can also get more information directly from their website at www.consumerfocus.org.uk or call Consumer Direct on **0845 404 0506**[†].

Switching

You can change your energy supplier at any time. For independent advice on switching visit www.consumerfocus.org.uk or call Consumer Direct on **0845 404 0506**[†].

Information Policy

The privacy of your data is very important to us and our Information Policy explains why we need to hold certain information about you and how it is being used. Details of our Information Policy would have been provided to you with your supply contract, but further copies can be obtained by calling us free on **0800 096 9000**[†]. If you have any queries regarding the information we are holding about you and how it is being used, or if you believe that the information we have about you is incorrect or needs to be updated, please call us free on **0800 096 9000**[†] for further details.

Making a complaint

If you would like to make a complaint please speak to one of our customer service advisers on **0800 096 9000**[†]. If they have not been able to resolve your complaint please ask to speak to a manager. If you are still not happy after speaking to a manager, please send an email to the Director of Customer Services at customerservicesdirector@edfenergy.com or alternatively write to the Freepost address; Customer Services Director, EDF Energy, Freepost RRYZ-BRTT-CBJS, Osprey House, Osprey Road, Exeter, EX2 7WN.

The Director of Customer Services will then get back to you within 10 working days.

If you are still not satisfied, please visit the Ombudsman Services - Energy website: www.ombudsman-services.org or phone them on **0845 055 0760**[†].

[†] Calls may be monitored and recorded as part of the individual company's internal process or Customer Care programme.

[‡] '0800' numbers are free from UK landlines, other network operators' charges may vary. Calls may be monitored and recorded as part of our Customer Care programme.

* '0845' numbers are charged at local rate from BT landlines, other network operators' charges may vary. Calls may be monitored and recorded as part of Customer Care programmes.

www.edfenergy.com

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