



Energy Saving Light Bulb Order Form

Name:	_____
Address:	_____ _____
Post Code:	_____
Telephone Number:	_____

List A

Qty	Twin Pack Type	Cap Type	Wattage	Price
	Twin Pack - Dulux Superstar (candle)	SES	7w	£4.00
	Twin Pack - Duluxstar (candle)	SES	9w	£4.00
	Twin Pack - Dulux Superstar (GLS Shape)	BC	10w	£4.50
	Twin Pack - Dulux Superstar (GLS Shape)	ES	10w	£4.50
	Twin Pack - Duluxstar (GLS Shape)	BC	15w	£4.50
	Twin Pack - Duluxstar (GLS Shape)	ES	15w	£4.50
	Twin Pack - Dulux EL Sensor Photocell	BC	15w	£10.00
	Twin Pack - Dulux EL Sensor Photocell	ES	15w	£10.00
	Twin Pack - Dulux EL Dimmable	BC	20w	£15.00
	Twin Pack - Dulux EL Dimmable	ES	20w	£15.00

List B

Qty	Twin Pack Type	Cap Type	Wattage	Price
	Twin Pack - Halogen IR Reflector	GU5,3	35w	£4.50

NB: Maximum of 5 packs per householder per list

Please make cheques payable to EDF Energy and write your name and address on the back. Post dated cheques will not be accepted.

Send your completed order form and payment to:

EDF Energy
FREEPOST NEA 13778
Bradford
BD3 7BR



Terms and Conditions

1. Definitions and Interpretation

- 1.1 In these terms the following expressions shall mean as follows:
"Delivery Address" means the address for delivery of the Goods as specified by you in the Form; "EDF Energy" means EDF Energy Customers plc, its Subsidiaries, Holding Companies (as those terms are defined by section 1159 of the Companies Act 2006) and affiliated companies, legal successors and permitted assigns; "Form" means (in the case of postal orders) the form on the front side of this document; "Goods" means the goods to be supplied by EDF Energy to you as described on the Form or on EDF Energy's website, subject to Clause 4.4. The Goods are divided into two categories: low energy bulbs and halogen bulbs; "Order" means your request to purchase the Goods, the order details provided by you in the Form or over the telephone (as applicable) and these terms and conditions; and "Party" means you or EDF Energy;
- 1.2 The headings herein shall not be used for interpretation.
- 1.3 Words importing persons includes firms and corporations, the masculine includes the feminine, the singular includes the plural and vice versa where so required.
- 1.4 These terms shall not be varied and nothing contained in any communications or documentation issued by EDF Energy or established by any course of dealing shall annul or vary them unless expressly agreed in writing by EDF Energy.

2. Commencement and Duration

- 2.1 The Order is effective from date on which EDF Energy receives it and, subject to earlier termination in accordance with these terms, shall continue in full force and effect until the Goods are sent to you. The expiry or termination of the Order, howsoever occasioned, shall not, except as otherwise specified in these conditions, affect:
- any rights or liabilities accrued at the effective date of determination; or
 - payments due at the effective date of determination; or
 - the coming into force or continuance in force of any provision of the Order which is expressly or by implication intended to come into or continue in force on or after such determination.
- 2.2 By submitting the Order to EDF Energy you accept and agree to these terms and conditions.

3. EDF Energy's Obligations

- 3.1 Following its receipt of the Order and full payment from you (which, where relevant, must have cleared) EDF Energy shall endeavour to supply the Goods to you at the Delivery Address. Time for delivery shall not be of the essence.
- 3.2 Delivery may be made by a third party appointed by EDF Energy and/or by a postal service provider selected by that third party.
- 3.3 EDF Energy warrants that:
- the Goods shall be of satisfactory quality, fit for the purpose intended; and
 - the Goods shall comply with the manufacturer's specification for such goods; in each case for a period of five years from the date on which EDF Energy received your Order. All other warranties are excluded to the fullest extent permitted by law. These terms and conditions do not exclude warranties implied by section 12 of the Sale of Goods Act 1979.
- 3.4 EDF Energy will not be liable for any breach of warranty or for any breach of any other term or condition unless you give EDF Energy written notice of the same, nor will EDF Energy be liable if you have tampered with the Goods or used them otherwise than in accordance with the manufacturer's instructions or for any purpose other than for the purpose for which they are provided.
- 3.5 When placing a postal order, if EDF Energy is unclear as to any part of information you provide in the Form which you submit to EDF Energy, EDF Energy may either contact you for more information or refund or return any payment enclosed with your Form to you.

4. Your Obligations

- 4.1 To purchase Goods you must either:
- complete the Form and provide a completed copy of it, along with full payment for the Goods you wish to purchase, to EDF Energy by sending it to the address for orders shown on the Form; or
 - Contact EDF Energy (or its nominated supplier) using the telephone number provided and provide all information that it requires for the purpose of completing your Order, including credit/debit card details for payment. If you do not provide payment either with the Form or over the telephone then you will not purchase the Goods and EDF Energy will not send the Goods to you.
- 4.2 The price payable per item of Goods is shown on the Form or on EDF Energy's website (as applicable). If you do not provide full payment for the quantity of Goods you specify in your Order, calculated from the prices shown for those Goods on the Form or EDF Energy's website, then EDF Energy shall be under no obligation to provide any Goods to you.
- 4.3 All prices are shown inclusive of VAT. All payments must be made in pounds sterling.

- 4.4 You may only purchase up to a maximum of five (5) items of Goods. You should not seek to purchase more Goods than permitted ("Additional Goods") as EDF Energy will not provide Additional Goods. Where you make payment for Additional Goods EDF Energy will endeavour to refund this payment (less payment due for the maximum number of Goods which you may purchase) to you.

5. Risk and Title

- 5.1 Title in the Goods shall pass to you only once the Goods have been received by you and full payment for the Goods has been received by EDF Energy (and, where relevant, payment has cleared).
- 5.2 Risk in the Goods shall pass to you once EDF Energy receives the Order (which in the case of postal Orders shall be upon receipt of the Form) from you ordering such Goods.
- 5.3 If you receive the Goods prior to title in the Goods passing to you, you must keep them in the condition in which you received them, and in any case in good condition, store them safely so that they are kept free from damage, harm or theft, and not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods.
- 5.4 If you receive the Goods prior to payment in respect of the same being received by EDF Energy (and where relevant clearing) and subsequently EDF Energy does not, for any reason, receive such payment (for example where a cheque does not clear) then EDF Energy may require you to return the Goods, which you must do within five (5) days of receiving notification from EDF Energy or its nominated supplier.

6. Liability

- 6.1 Subject to Clauses 6.2 and 6.3 EDF Energy's liability to you is excluded to the fullest extent permitted by law.
- 6.2 EDF Energy shall not be liable to you for any indirect, consequential or special losses or any other losses which were not reasonably foreseeable by EDF Energy at the time it received the Order from you. EDF Energy's maximum liability to you under this Order shall be limited either: (a) where you have received Goods for which you have paid, to replacing any Goods which are damaged, defective or faulty at the time of your receipt of the same; or (b) where you have not received Goods for which you have paid, providing the Goods which you have paid for.
- 6.3 Nothing in this Order shall limit EDF Energy's liability for personal injury or death caused by its negligence, for fraud, or under section 2(3) of the Consumer Protection Act 1987.

7. Termination

- 7.1 EDF Energy may terminate this Order at any time. If it does so, EDF Energy will inform you and will refund any payment you have made for Goods which have not been sent to you.

8. Force Majeure

- 8.1 EDF Energy shall not be liable for delay in or failure to perform its obligations to the extent that the delay or failure results from circumstances outside its reasonable control. If the delay or failure persists for more than 7 days EDF Energy shall be entitled to serve notice terminating the Order.

9. General

- 9.1 Termination of the Order shall not prejudice or affect the accrued rights or liabilities of either Party.
- 9.2 No failure or delay in exercising any rights, powers or privileges under the Order shall constitute a waiver thereof nor shall any single or partial exercise thereof preclude further exercise of rights.
- 9.3 Each of these terms shall be a separate provision applying and surviving even if for any reason one or other of the said provision is held inapplicable or unreasonable in any circumstances.
- 9.4 Any dispute or claim arising under the Order shall be submitted to resolution in accordance with English Law and the English Courts shall have exclusive jurisdiction.
- 9.5 All notices to be served under this Order must be delivered by hand or post. Where notices are sent by you to EDF Energy they must be sent to Energy Efficient Team, EDF Energy 329 Portland Road, Hove, BN3 5SU. Where notices are sent by EDF Energy to you they will be sent to the address provided by you for delivery of the Goods at the time of placing the Order.
- 9.6 If EDF Energy asks you to provide any information in relation to this Order or the Goods, or which in any way relates to EDF Energy's activities in relation to the British Government's Carbon Emissions Reductions Programme under the Electricity and Gas (Carbon Emissions Reduction) Order 2008 then you agree to promptly provide this information.
- 9.7 The terms and conditions of this Order represents the entire agreement in relation to the provision of the Goods and supersedes all prior agreements and understandings whether oral or written. This Order shall apply in full to all Goods and nothing contained in tenders, offers, quotations, advice notes, invoices, statements of accounts or other communications or documentation issued by EDF Energy or established by any course of dealing shall annul or vary these terms and conditions unless expressly agreed in writing by both Parties