



# Terms & Conditions for **deemed** contracts - electricity

British Energy Direct Ltd Oct 2010 version 1

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# Terms & Conditions for **deemed** contracts - electricity

## **British Energy Direct Limited.**

Statutory Scheme determining Terms & Conditions  
for Deemed Contracts (the "Scheme") Oct 2010 version 1.





## BRITISH ENERGY DIRECT LIMITED

Statutory scheme determining terms and conditions for deemed contracts (the “**Scheme**”) 2010 Version 1.0.

The terms of this Scheme shall take effect from 1st October 2010.

Provisions for deemed contracts are contained in:

- a) the Electricity Act 1989 Schedule 6 paragraph 3 as inserted by the Utilities Act 2000 section 51 (2) and Schedule 4 (“**Schedule 6**”); and
- b) Condition 7 of the Standard Conditions of Electricity Supply Licence incorporated into the Electricity Supply Licence held by British Energy Direct Limited (“**BE**”).

The effect of Standard Condition 3 of BE’s Electricity Supply Licence is that BE is prohibited from supplying domestic premises, and does not do so.

BE hereby makes this Scheme pursuant to paragraphs 3(6), 3(7), 3(8) and 3(9) of Schedule 6 for determining the express terms and conditions which are to be incorporated in any contract (a “**Deemed Contract**”) which BE is deemed to have made by virtue of paragraph 3(1) or paragraph 3(2) of Schedule 6.

Each Deemed Contract shall incorporate:

- a) British Energy Direct Limited 1.0 15/03/2010 Standard Electricity Terms & Conditions for Industrial and Commercial Business Customers (the “**Conditions**”) as amended by paragraphs 1(a) and 1(b) below; and
- b) the express terms and conditions contained in this Scheme.

The Customer shall have a separate Deemed Contract in respect of every Site.

- 1(a) The Conditions shall be incorporated into each Deemed Contract, other than:
  - i. clauses 3.1.4, 3.1.5, 4.5, 4.8, 4.16, 5, 6, 7.15, 8.6.2, 8.10, 8.15 to 8.23, 13.4, 14.2, 14.3, 14.4, 15, 16.1.1 to 16.1.5, 20.5 and 20.16;
  - ii. the following definitions in Schedule 1 to the Conditions: Agreed CCL Exempt Percentage, Agreed Nuclear Percentage, AMR Tolerance Charge, AMR Site, Applicable Term Sheet, Default Rate, Energy Rate, Estimated Annual Consumption, HH Tolerance Charge, Offer Period, Relevant Period, Tolerance, System Buy Price, System Sell Price, Site Total Forecasted Consumption, Sites and Charges Schedule, Total Forecasted Consumption; and
  - iii. Schedule 2.

1(b) the following terms shall have the following meanings in a Deemed Contract:

The **Agreement** shall mean the Deemed Contract.

The **Charges** shall mean the Fixed Charges, together with the Pass-Through Charges, Management Charges and any other costs or charges which BE is entitled to charge the Customer under the Deemed Contract from time to time.

The **Commencement Date** shall mean the relevant time as defined in Schedule 6.

The **Customer** shall mean the person with whom the Deemed Contract is deemed to be made.

The **End Date** shall mean the earlier of (i) the date on which BE enters into a written agreement with the Customer for the Supply or (ii) the date on which BE receives evidence of either the

registration of a supplier other than BE in respect of the Site or the disconnection of the Site.

**Fixed Charges** shall mean the HH Deemed Contract charges or NHH Deemed Contract charges applicable to the Supply as specified in the HH Fixed Charges Schedule or the NHH Fixed Charges Schedule.(as applicable).

**HH Fixed Charges Schedule** shall mean the Schedule to this Scheme setting out the Deemed Contract charges which form the Fixed Charges for an HH Site.

The **Management Charge** shall mean the fixed monthly standing charge applicable to the Supply, as specified in the HH Fixed Charges Schedule or the NHH Fixed Charges Schedule (as applicable).

The **Maximum Capacity** shall mean in respect of each Site, the capacity notified to us by the Local Network Operator in the DCUSA.

**NHH Fixed Charges Schedule** shall mean the Schedule to this Scheme setting out the Deemed Contract charges which form the Fixed Charges for an NHH Site.

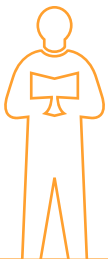
**NHH Site** shall mean a Site whose consumption is measured by a non-half hourly metering system.

The **Pass-Through Charges** shall mean the charges of that name specified in paragraph 3 below as being applicable to the Supply.

The **Payment Provisions** shall mean payment of all Charges invoiced by BE within 14 days of the date of the relevant invoice, such payment to be made by means of BACS or a cheque made payable to British Energy Direct Limited.

**Site** shall mean the site owned or occupied by the Customer in respect of which the Deemed Contract is deemed to be made and references to “Sites” in the Conditions shall be deemed to be references to Site.

- 1(c) Subject to paragraphs 1(a) and 1(b) words and phrases defined in the Conditions shall have those meanings when used in this Scheme.
- 1(d) The amounts payable by the Customer to BE under the Deemed Contract shall be those specified in paragraph 3 below as being applicable to the Supply and those specified in the HH Fixed Charges Schedule or Non HH Fixed Charges Schedule (as applicable).
- 1(e) If there is a conflict between the Conditions and this Scheme, this Scheme shall prevail.
- 2 If the Meter is not read immediately before the Commencement Date or half hourly data is not available from the Meter for the Commencement Date, BE may determine by estimation the quantity of electricity to be treated as supplied by BE under the Deemed Contract during the period beginning with the Commencement Date and ending with the earliest of (a) the time when the Meter is first read after the Commencement Date, (b) the time in respect of which half hourly data for the Meter becomes available and (c) the End Date. In making that determination BE shall act on a reasonable basis and taking into account (a) the length of that period; (b) any available electricity demand data for the Site; and (c) any information about the use made of the electricity supplied under the Deemed Contract.



### 3 Charges

In this paragraph 3, the following terms shall have the following meanings:

**Additional Charges** mean any other third party costs or charges from time to time in connection with the Supply which are not expressly included in the Charges.

**Climate Change Levy (CCL)** means an amount equivalent to all climate change levy (introduced by the Finance Act 2000 and the relevant secondary legislation thereto) payable in respect of the Supply unless the Customer has provided PP11 exemption certificates for the Site.

**Data Services & Settlement Charges** mean Data Aggregator, Data Collector and settlement charges incurred by BE in relation to the Supply (where applicable).

**Distribution Charges** mean the charges incurred by BE for the use of the local LDSO's distribution system including, where applicable Capacity Charges (excluding Reactive Power Charges).

**Distribution Losses** mean charges for losses on the LDSO distribution network for the supply type in respect of each Customer Supply Point as published by Elexon (as amended from time to time).

**Fossil Fuel Levy** means the fossil fuel levy described in Section 33 of the Electricity Act 1989 (as amended by the Fossil Fuel Levy Act 1998 and the relevant secondary legislation thereto).

**Hydro Benefit Replacement Charge** means a charge to cover the tariff levied on BE by National Grid from time to time in accordance with its Transmission Licence as part of the scheme for providing assistance with the high costs of distributing electricity in certain areas.

**Meter Operator Charges** mean Meter operation charges incurred by BE in relation to the supply (where applicable).

**Reactive Power Charges** mean an amount equivalent to all sums payable by BE in respect of reactive power delivered to the Site.

**Tax** means all taxes including the Fossil Fuel Levy, Value Added Tax and any other applicable taxes (other than Climate Change Levy). Taxes will be charged at the full rate unless the Customer has notified BE of any exemptions.

**Transmission Charges** mean charges (including Triad Charges) for use of the GB Transmission System incurred by BE excluding Transmission Losses.

**Transmission Losses** mean charges for losses on the GB Transmission System as determined in accordance with the BSC (as amended from time to time).

#### 3(a) Charges applicable to an HH Site

- i. In relation to an HH Site, the Charges are the following amounts payable by the Customer to BE:
  - A. the Fixed Charges set out in the HH Fixed Charges Schedule;
  - B. the Management Charge set out in the HH Fixed Charges Schedule;
  - C. the Pass Through Charges set out at paragraph 3(a)(ii) below;
  - D. the Charges described in paragraph 3(c) below; and
  - E. value added tax or any equivalent (if applicable) in accordance with clause 8 of the Conditions.

- ii. The following Pass Through Charges shall be passed through by BE to the Customer at cost:

- A. Transmission Charges
- B. Distribution Losses;
- C. Distribution Charges;
- D. Reactive Power Charges;
- E. Meter Operator Charges;
- F. Data Services and Settlement Charges;
- G. Climate Change Levy;
- H. Hydro Benefit Replacement Charge;
- I. Tax; and
- J. Additional Charges

#### 3(b) Charges applicable to an NHH Site

- i. In relation to an NHH Site, the Charges are the following amounts payable by the Customer to BE:
  - A. the Fixed Charges set out in the NHH Fixed Charges Schedule;
  - B. the Management Charge set out in the NHH Fixed Charges Schedule;
  - C. the Pass Through Charges set out at paragraph 3(b)(ii) below;
  - D. the Charges described in paragraph 3(c) below; and
  - E. value added tax or any equivalent (if applicable) in accordance with clause 8 of the Conditions.
- ii. The following Pass Through Charges shall be passed through by BE to the Customer at Cost:
  - F. Reactive Power Charges;
  - G. Meter Operator Charges;
  - H. Data Services and Settlement Charges;
  - I. Climate Change Levy;
  - J. Hydro Benefit Replacement Charge;
  - K. Tax; and
  - L. Additional Charges.

#### 3(c) Charges applicable to both an HH Sites and an NHH Site

- i. Any amount which BE is entitled to charge the Customer under the Agreement from time to time, including the Triad Charge.
- ii. An amount (to be passed through by BE to the Customer at cost) equal to all sums payable by BE under the terms of the BSC in consequence of the meter Operator, the Meter Administrator, the Data Collector or the Data Aggregator appointed by the Customer in respect of any Supply Point failing to meet the performance standards set out in the BSDC in connection with any Supply Point.





- iii. An amount equal to the costs, if any, in connection with the Supply arising from a direction of the Authority or the Secretary of State, including without prejudice to the generality of the foregoing any higher or additional costs which arise as a result of any direction by the Secretary of State under sections 34(4) or 96 of the Act, section 2 of the Energy Act 1972 or sections 1 to 4 of the Energy Act 1976
- 4 The Deemed Contract shall unless terminated earlier pursuant to clause 13.1 or 13.2 of the Conditions continue in effect until the End Date.
- 5 Any notice under the Deemed Contract shall be in writing and shall be properly given if served by delivery by hand, or by sending it by first class pre-paid post or recorded delivery post. Where BE is serving notice on the Customer, the notice shall be sent to the Site. Where the Customer is serving notice on BE, the notice shall be sent to BE's registered office at Barnett Way, Barnwood, Gloucester GL4 3RS. Notices sent by post shall be deemed to be received two (2) Business Days following the date posted. Notices delivered by hand will be deemed to be received on the day so delivered or, where this is not a Business Day, on the first (1st) Business Day following such delivery.
- 6 Subject to paragraph 1 of this Scheme, clauses 1, 8, 9, 12, 13.3, 13.5, 17, 19 and 20 of the Conditions and Schedule 1 to the Conditions shall continue to apply between BE and the Customer after the termination of the Deemed Contract.





## NHH DEEMED CONTRACT CHARGES PRICES VALID FROM 1st OCT 2010

For profile class 1-4 and Unmetered supplies Profile class 1 & 8:

REC Area	Rec No	Standing Charge (p/day)	Unit Rate (p/kWh)
UK Power Networks (EPN)	10	20.53	16.58
Central Networks (East)	11	32.06	16.79
UK Power Networks (LPN)	12	16.88	16.97
Scottish Power (Manweb)	13	26.26	18.66
Central Networks (West)	14	20.99	17.30
Northern Electric Distribution	15	25.15	18.25
United Utilities Electricity	16	23.36	17.54
Scottish Hydro Electric Power Distribution	17	24.83	18.87
Scottish Power Distribution	18	32.44	18.86
UK Power Networks (SPN)	19	17.99	16.87
Southern Electric Power Distribution	20	22.84	17.69
Western Power Distribution (South Wales)	21	18.73	18.45
Western Power Distribution (SWEB)	22	16.04	19.03
Yorkshire Electricity Distribution	23	27.20	17.74

For profile class 5-8:

REC Area	Rec No	Standing Charge (p/day)	Unit Rate (p/kWh)
UK Power Networks (EPN)	10	74.15	16.58
Central Networks (East)	11	201.62	16.00
UK Power Networks (LPN)	12	165.00	16.84
Scottish Power (Manweb)	13	101.32	17.36
Central Networks (West)	14	70.22	17.02
Northern Electric Distribution	15	89.70	17.95
United Utilities Electricity	16	90.93	16.86
Scottish Hydro Electric Power Distribution	17	85.78	19.46
Scottish Power Distribution	18	115.43	17.10
UK Power Networks (SPN)	19	116.20	16.59
Southern Electric Power Distribution	20	113.70	17.14
Western Power Distribution (South Wales)	21	132.89	17.88
Western Power Distribution (SWEB)	22	141.68	17.36
Yorkshire Electricity Distribution	23	168.32	17.17

Prices apply to EDF ENERGY B2B customers from the former British Energy and Major Business sections. Unless otherwise stated, all prices in the above table are in pence per unit (kWh) and exclude metering charges, VAT and Climate Change (CCL).

## HH DEEMED CONTRACT CHARGES PRICES VALID FROM 1st Oct 2010

For all former British Energy sites with profile class 0:

REC Area	Rec No	Voltage	Fixed Monthly Standing Charge (£/month)	Charge for all kWh used during Jan-Dec, Mon-Sun, 00:00-07:00 (p/kWh)	Charge for all kWh used during Dec & Jan, Mon-Fri 16:00-19:00 (p/kWh)	Charge for all kWh used during Feb & Nov, Mon-Fri 16:00- 19:00 (p/kWh)	Charge for all kWh used: Nov-Feb, Mon-Fri 08:00-16:00 & 19:00-20:00; Mar, Mon-Fri 08:00-20:00 (p/kWh)	Charge for all kWh used during all other times (p/kWh)
All	All	All	100	9.533	12.635	10.741	10.572	12.190

The Standing charge include a management charge of £100/month. Prices are at GSP. Unless otherwise stated, all prices in the above table are in pence per unit (kWh) and exclude VAT and Climate Change Levy (CCL). Prices apply to EDF ENERGY B2B customers from the former British Energy section. Please refer to separate rate card for customers from former Major Business.





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