

Full terms and conditions



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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 we cannot solve the problem, we will tell you and your contract will end automatically on that date. To make sure we maintain the highest standards, and for your own protection, we may contact you within 28 days of you receiving your contract to check that you are happy for us to go ahead with it. If we are not able to contact you within this period, we have the right not to accept or go ahead with your contract. Once we have checked that you want to go ahead with the contract, we will accept your contract, and each of our rights and responsibilities under it will come into force at that time, except for our responsibility to supply your premises (and your responsibility to pay for the supply), which 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.

'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.

'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.

'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, 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'). You accept that we cannot guarantee that that date will be within 30 days of the date when you agreed your contract with us.
- 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 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 in writing within 20 working days of the date we told you about the change. 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 with the local metering point administration service 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 with the local metering point administration service; 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.

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):
- 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.
 - By telling us in writing within 20 working days of being told about 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 with the local metering point administration service to supply services to your premises and taken over responsibility for providing your energy supply.
 - 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).
 - 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 5137 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.

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; and
 - 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.

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. (We may monitor and record calls as part of our customer care programme. Calls to 0800 numbers are free from BT landlines, but other network operators' charges may vary.)

EDF Energy is a trading name used by EDF Energy Customers plc (registration number: 02228297), whose registered office is at 40 Grosvenor Place, London, SW1X 7EN. Incorporated in England and Wales. EDF Energy Customers plc is responsible for performing the duties under all EDF Energy supply contracts.

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