Terms and Conditions

EDF Demand Flexibility Service 2023

These Terms and Conditions apply to the EDF provision of Demand Flexibility Service (the “Service”). By participating in the Service, you agree to be bound by the following Terms and Conditions:

1. The Service will be facilitated by EDF Energy Customers Limited a company incorporated in England and Wales with company number 02228297 whose registered address is at 90 Whitfield Street, London, W1T 4EZ. (“EDF”, “we”). The Service allows for participation in the National Grid’s Electricity System Operator’s (“ESO”) Demand Flexibility Service (“DFS”).

2. Subject to Clause 19, these Terms and Conditions, together with any specific rules set out in any communications or documents relating to the Service, are the Service rules (“Rules”) and apply to this Service. By participating in this Service, you are agreeing to be bound by these Rules and any other applicable instructions (“you”, “the Customer”).

3. EDF reserves the right to cancel and/or amend the Service and/or the Rules without prior notice and shall be effective immediately. EDF will provide you with information related to any decision we take in relation to this Clause 3.

4. These Terms and Conditions are separate to the terms and conditions for the supply of electricity that you have with EDF and will not affect the existing rights and obligations under those terms.

Service Participation

5. To be eligible for the Service, you must:
   a. at all times comply with these Terms & Conditions;
   b. be a current business electricity customer of EDF;
   c. have half-hourly settlement metering for each nominated Meter Point Administration Number (“MPAN”); and
   d. opt-in to the Service by following the instructions detailed in the enrolment email.

6. By participating in the Service, you confirm that none of your nominated MPANs (including any Sub-Meters linked to the nominated MPANs) are participating in any other demand flexibility or balancing service and will not do so during the Service Period (set out at Clause 7 below). If any of your nominated MPANs are participating in another demand flexibility or balancing service, you hereby agree (i) that we will liaise with ESO to resolve the duplication and (ii) you will be de-registered from either the service or other demand flexibility service based on the registration time, with the latest registration time taking precedence.
7. The Service period will start at 00:01 on Wednesday 1st November 2023 and will end at 23:59 on 31 March 2024 (the “Service Period”).

8. The DFS is operated by the ESO who will notify EDF of the Events within the Service Period where a Customer may benefit from reduced electricity pricing by partaking in the Service (“Event”).

9. EDF will provide prior notice to the Customer of each Event that they are eligible to participate in by sending an enrolment email to the registered email address for their business electricity supply account, which shall include opt-in instructions and the available payment per kWh turn down (the “Incentive”), which may be different for each Event. To be eligible to benefit from an Event, you must opt-in.

10. Subject to Clause 9, you will be credited for the energy reduced during each half hour of an Event based on the Incentive for that Event and the positive difference between the relevant Baseline (further detailed in Clause 12) and total metered energy for each participating MPAN.

11. Any Incentive payable shall be paid by way of a credit amount only which shall be applied to your business supply account. This will be shown on your invoice within 90 days after each Event. If we make any overpayment or underpayment to you, we may make adjustments to future Incentives to reflect this or require reimbursement of any overpayment. Any notified Incentive amounts are inclusive of VAT.

12. After each Event, EDF will calculate your Baseline (“Baseline”) using the methodology which looks at (i) for your working days Baseline (Monday-Friday excluding public holidays) up to 10 days of your recent meter history, excluding days where an Event has taken place; and (ii) for your non-working days Baseline (Saturday, Sunday, and bank holidays), up to the past 4 most recent non-working days, excluding days where an Event has taken place. From the 4 most recent non-working days the mean average of the 2 median days will be taken.

13. EDF is under no obligation to pay any Incentive to you if we are unable to obtain the necessary meter readings to calculate electricity usage during any of the Events.

14. If at any point throughout the Service you are no longer eligible under Clause 5 and/or Clause 6, we reserve the right to remove you from the Service.

15. By participating in the Service, you warrant that all information submitted by you is true, current and complete. If any information you submit is found to be fraudulent or incorrectly completed or if EDF has reasonable grounds to believe that you have breached any of the Rules, EDF reserves the right to remove you from the Service.

16. Customers on electricity export tariffs will be credited on their reduction in import and not export, in line with the ESO’s DFS. If you are supplied by EDF on a Flexible energy contract, this Service will not impact the Volume Tolerance within your import supply contract.

17. EDF will not be liable to reimburse any loss and/or expenses incurred by you participating in the Service.
18. The courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.

19. In the event of any inconsistency between these Terms and Conditions and the documents referenced or incorporated, the terms of these Terms and Conditions shall prevail.

Data Protection and Publicity

20. EDF’s privacy policy shall apply to any data collected in connection with this Service and can be found on our website at edfenergy.com/terms-conditions/privacy-cookie-policy

21. EDF will share Customer information, including MPAN’s information with ESO as part of the Service and by participating in the Service, you agree to your information being shared with the ESO.

22. EDF in its sole discretion reserves the right to withdraw or vary the Rules and/or any Incentive to comply with the decision of any relevant judicial or regulatory body and shall not be held liable to any participant for doing so.