IMPORTANT INFORMATION (KEY TERMS)

We’ve summarised what we believe to be the key terms, but they’re all important and you may have a different view of what is most significant to you. That’s why it’s important you read our full terms and conditions.

Check our website for further information if you have any questions. You can view terms and conditions at any time by visiting edfenergy.com/sme-business/tariffs/termmotions

CHARGES

If you have come to us through a third party intermediary (TPI), we will have notified you of any TPI Costs as part of your contract pack. If you don’t pay in line with your payment method we will transfer you to our “Extended Supply Prices”. You’ll get at least 7 days’ notice of this.

You are ultimately responsible for any charges incurred in accordance with these terms. If you choose to leave us before the end of the Fixed Term Period, we will transfer you on to Extended Supply Prices for the energy you use and for as long as you are with us.

RENEWAL

We will write to you at least 60 days before the end of your Fixed Term Period to inform you of our Renewal Offer and if you don’t instruct us otherwise we’ll transfer you to Extended Supply Prices for as long as you are with us. After the Fixed Term Period you do not need to give notice to end this contract. You will be transferred on to our “Early Termination Fee” tariff.

ENDING THE CONTRACT

If you choose to end this contract as per its terms, during the Fixed Term Period, you may have to pay an Early Termination Fee, and you will be transferred on to Extended Supply Prices for as long as you are with us. After the Fixed Term Period you do not need to give notice to end this contract. You will be transferred on to our “Early Termination Fee” tariff.

DIRECT DEBIT WHOLE AMOUNT EVERY MONTH

HOW IT WORKS

- If you don’t have a smart meter or your smart meter hasn’t provided EDF a read. Every month you’ll get a reminder from us asking you to read your meter or pay your regular payment amount.
- If you give a valid meter reading by the date we ask you to, we’ll use this to send you a Bill for the amount well collect from your account for that month or three months. So you can be sure you’re paying for your actual use.

Conditions of supplying energy

These conditions apply if you are a business customer (which includes a Micro Business customer) and are using our electricity and/or gas services to Supply to your Premises. Please note, any reference to the word “energy” in these terms and conditions means electricity or gas (as applicable) which you have asked us to Supply to you, and which we have agreed to Supply to your Premises, subject to these terms. These terms shall apply separately in respect of each account under which you receive energy from us. The amount of energy you use is worked out in pence per kilowatt hour. For gas, we need to convert the consumption recorded on your meter into kilowatt hours. The method of calculation we use can be found on each gas bill we send you.

However, unless we (EDF) have agreed otherwise in writing, these conditions do not apply to:

- the Supply of electricity through meters with a Profile Class other than 3 or 4;
- the Supply of energy to Unmetered Premises; or
- the Supply of energy to any Premises where the metering arrangements are not compatible with our Billing system. If you are not sure which Profile Class your meter is in, please phone our helpline on 0333 200 5103. Please read these conditions carefully so that you fully understand your and our commitments and responsibilities. Unless we have agreed the supply contract over the phone, you must sign the contract (of which these conditions form part) and return it to us. (By post, by email, online or by a hand held unit).

Each contract is agreed when we accept your agreement, and from that point each of our rights and responsibilities under these conditions will come into effect. If we enter into a supply contract with you, but we cannot start supplying energy to you because you have another supplier or we are unable to become your registered supplier for any reason which is out of our control. then an administration charge of £200 might become payable by you.

We may carry out checks of your credit history and decide that the product, price and Payment Method you have chosen under your supply contract are not suitable for your circumstances or are not available for your current meter configuration. This might happen even after the contract has been agreed. If so, we will contact you and try our best to sort the problem out. However, this may mean that we will have to supply in a different way. For example, if your meter type is not compatible with the product you have selected, we may have to arrange for a different type of meter to be fitted or we may have to ask you for a security deposit. If we cannot resolve these problems within 30 days of the credit check, we will tell you and your contract will end automatically on the date we tell you. Please call us on 0333 200 5103 to find out which credit reference agency we have used and their contact details if you do not agree with your credit rating. We may charge the credit agencies we use from time to time.

We may be willing to accept the supply contract even if the information you have provided is not complete, correct or clear. If we do, we may begin your Supply under different conditions from those you expected. We will always apply the conditions that we consider to be the most appropriate for your situation.

Words and phrases

Unless we say otherwise, words or phrases used in this contract have the same meaning as is given in the Electricity Act 1989 or the Gas Act 1986 (as applicable to you), in our electricity or gas supply licence:

“Bill” means an invoice or Bill that informs you of the amount of money you owe us and which includes a breakdown of your charges.


“Distribution Exemption Holder” means a person who is distributing energy for the purpose of giving a Supply of energy or enabling a Supply to be given, and who is authorised to do so by an exemption from the requirement to hold a distribution or transportation licence (as applicable).

“Due Date” means the date by which you must pay the amounts specified in your Bill or other statement setting out amounts which you owe us. This date is specified in your Bill or statement and if it is not then the Due Date is 14 days from the date of your Bill or statement.

“Early Termination Fee” is a payment by you where the contract is terminated before the end of your Fixed Term Period and this payment is calculated in accordance with clause 7.4.

“Energy Regulator” means Ofgem (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.

“Exempt Distribution System” means a distribution system operated or controlled by a Distribution Exemption Holder who is granted by an exemption granted to it in relation to that system.

“Extended Supply Prices” means the price that you will pay for your Supply if this contract has been ended for any reason before the end of the Fixed Term Period. We will continue to supply to you on our Extended Supply Prices until-
- you enter into a new contract with us or
- If you have a non standard meter type or for technical reasons we cannot install a smart meter we will not transfer you onto our Extended Supply Prices.

Our Extended Supply Prices are different to this tariff. You can find details at www.edfenergy.com/extendedsupplybusinessprices
through which energy is delivered to your Premises.

“Local Metering Point Administration Service” means the service that keeps an electronic register of Premises connected to your Local Network Operator’s network and of the suppliers registered for Feeder Interconnection.

“Micro Business” means a company which meets one of the following criteria: it consumes less than 100,000 kWh of electricity a year, or consumes less than 293,000 kWh of gas a year, or has fewer than their full-time equivalent) and an annual turnover or annual balance sheet total of not more than €2 million.

“Ombudsman Services: Energy” is the United Kingdom’s gas and electricity alternative dispute provider approved by OFGEM to provide redress under the terms of the Consumers, Estate Agents and Redress Act 2007 for residential and Micro Business customers.

“Payment Method” means the payment arrangements and payments (which may be made by Direct Debit, cash or cheque, pay as you go or any other method we determine, that apply to your Supply and form part of your contract.

“Premises” means any part of any land, building or structure that you wish to be supplied under this contract and at which the Supply is used wholly or mainly for business purposes.

“Prepayment Meter” means a meter that allows you to pay for your Supply in advance by loading credit onto the meter using a Prepayment Meter key or card.

“Profile Class” is a specific group of customers categorised according to the profile of their expected energy consumption patterns.

“Related Meters” means two or more meters that Supply the same customer and are located at the same (or any part of the same) Premises.

“Security Deposit” means a sum of money we may ask you for at any point which we will return in full, with interest, provided that we have no reason to deduct any amount from the initial sum.

“Smart Meter” means the meter and equipment we can use to measure how much electricity or gas (or both) you are using, without having to visit your Premises. A Smart Meter means you can view your energy consumption at your convenience.

“Statement of Renewal Terms” means a statement sent to you at least 60 days before the end of Fixed Term Period, and containing all the key terms that will apply after the end of Fixed Term Period, including your price renewal options.

“Supplier Transfer” means, in relation to any Premises at which either electricity or gas is the subject of a Supply, the transfer of the terms of such Supply to another organisation or individual that, either on its own or through arrangements with other organisations or individuals, provides or sells energy (of the same kind as the energy that is the subject of your contract with us) on the day on which such Supply starts and then supplies energy to the Premises you have told us you want us to Supply.

“Supply” means the Supply of electricity or gas (or both) being supplied under this contract.

“Supply Start Date” means the date we aim to start your Supply in advance by loading credit onto the meter using a Prepayment Meter key or card.

“Supply Start Date” will be within 5 Working Days of the Relevant Date.

1.1 You request that your Supply Start Date is a later date; you are taking a Supply of energy through an Exempt Distribution System, or the Exempt Distribution System and another relevant distribution system, have not yet been made or (b) a metering arrangement which is required in order for us to access the Exempt Distribution System is not in place.

2.2 If, on the date that this contract is agreed (the “Relevant Date”), the Premises is being supplied by another energy supplier (the “Previous Supplier”), your Supply Start Date will be within 5 Working Days of the Relevant Date.

2.1 We are prevented from completing the Supplier Transfer due to any other circumstance which is outside our control and which we have taken all reasonably practicable steps to resolve.

3.1 We will Supply energy from the Supply Start Date at energy levels that are as close as practicable to those that you ordered.

4.1 We will supply energy from the Supply Start Date at energy levels that are as close as practicable to those that you ordered.

5.1 We may be prevented from completing the Supplier Transfer because it has raised an objection to the Supply to your Premises.

6.3 You are taking a Supply of energy through an Exempt Distribution System, or the Exempt Distribution System and another relevant distribution system, has not yet been made or (b) a metering arrangement which is required in order for us to access the Exempt Distribution System is not in place.

7.3 You are taking a Supply of energy through an Exempt Distribution System, or the Exempt Distribution System and another relevant distribution system, has not yet been made or (b) a metering arrangement which is required in order for us to access the Exempt Distribution System is not in place.

8.3 You are taking a Supply of energy through an Exempt Distribution System, or the Exempt Distribution System and another relevant distribution system, has not yet been made or (b) a metering arrangement which is required in order for us to access the Exempt Distribution System is not in place.

9.3 You are taking a Supply of energy through an Exempt Distribution System, or the Exempt Distribution System and another relevant distribution system, has not yet been made or (b) a metering arrangement which is required in order for us to access the Exempt Distribution System is not in place.

10.3 You are taking a Supply of energy through an Exempt Distribution System, or the Exempt Distribution System and another relevant distribution system, has not yet been made or (b) a metering arrangement which is required in order for us to access the Exempt Distribution System is not in place.

11.3 You are taking a Supply of energy through an Exempt Distribution System, or the Exempt Distribution System and another relevant distribution system, has not yet been made or (b) a metering arrangement which is required in order for us to access the Exempt Distribution System is not in place.

12.3 One or more of the conditions in clause 14 applies.

13.2 Clause 12 does not affect your obligation to give us notice to terminate your contract in accordance with clause 61 or our right to charge you an Early Termination Fee.

14.1 The conditions in this clause are that, on or after the Relevant Date:

1.11 You are a tariff you will be automatically considered for doing so is made or processed by us.

2.22 One or more of the conditions in clause 14 applies.

3.13 Clause 12 does not affect your obligation to give us notice to terminate your contract in accordance with clause 61 or our right to charge you an Early Termination Fee.

4.14 We, or our authorised representatives, do not have any information that you wish to be supplied under this contract and at which the Supply is used wholly or mainly for business purposes.

5.15 You are taking a Supply of energy through an Exempt Distribution System, or the Exempt Distribution System and another relevant distribution system, has not yet been made or (b) a metering arrangement which is required in order for us to access the Exempt Distribution System is not in place.

6.16 We will Supply energy from the Supply Start Date at energy levels that are as close as practicable to those that you ordered.

7.17 You are the owner or the occupier of the Premises (or will be on the date that you want this Supply contract to start) and that the Premises are currently connected to your Local Network Operator’s network.

8.18 You are responsible for all pipes, equipment, wires and cables and all other fittings that belong to you and keep them in good working order and in a safe condition.

9.19 You Local Network Operator will deliver your Supply.

10.20 You agree to pay any of our charges due under this contract.

11.21 You agree, so long as we are registered with the Local Network Operator as the supplier responsible for the Supply to your Premises, that your metering equipment complies with relevant technical standards and is capable of measuring the quantity of energy that is the subject of your contract to us.

12.22 One or more of the conditions in clause 14 applies.

13.23 Clause 12 does not affect your obligation to give us notice to terminate your contract in accordance with clause 61 or our right to charge you an Early Termination Fee.

14.24 The conditions in this clause are that, on or after the Relevant Date:

1.1 You request that your Supply Start Date is a later date; you are taking a Supply of energy through an Exempt Distribution System, or the Exempt Distribution System and another relevant distribution system, has not yet been made or (b) a metering arrangement which is required in order for us to access the Exempt Distribution System is not in place.

2.2 You agree that, so long as we are registered with the Local Network Operator as the supplier responsible for the Supply to your Premises, that your metering equipment complies with relevant technical standards and is capable of measuring the quantity of energy that is the subject of your contract to us.
for any other purposes in line with the information policy; and
ej) from time to time the information from your Smart Meter may not correctly reflect the energy you have used. In such a case we reserve the right to apply the correct charges which will be applied to your Smart Meter or reflected in a separate Bill.

3 Prices and changes to these conditions

3.1 Where you enter into a supply contract with us we will give you a written breakdown of your estimated energy costs for the Fixed Term Period and your Payment Method. These form part of your contract. We may change these prices from time to time to reflect these changes.

3.2 Prior to the end of the Fixed Term Period we will only increase the prices we have agreed with you (which you will be advised of when you first enter into your supply and credit service with EDI).

3.3 You have failed to comply with this contract or any of its terms in any way (and in particular, any of the circumstances at clause 6.6 apply to you) or

3.4 Any obligation or cost imposed on us in connection with processing, distributing, transporting, selling or supplying energy is increased, or any change is made to the methodology used for calculating such costs, or a new obligation or cost is introduced, and that increase or new cost or obligation directly affects our costs of providing the Supply or of otherwise complying with our obligations under this supply contract.

3.5 At least 60 days before your Fixed Term Period, we will send you a statement detailing the terms to let you know your options. Unless you switch your energy supply away from us or agree a new contract with EDF, you will automatically be transferred onto a variable price tariff at the end of your Fixed Term Period.

3.6 We may change any of these Terms at any time. If we make a change to the Terms of this contract, we will do so by making a revision. If we do make a revision, we will first publish full text of the revision on our website for 14 days, after which time the revision will come into force. Once the revision comes into force, it will apply to all contracts subject to these Terms, both contracts entered into from that point on as well as ones that already exist, unless the revision says otherwise. We will continue to Supply you after we have made this revision, in the revised Terms.

3.7 Where we are entitled to change the conditions of your contract, this includes the right for us to change your product or the way you pay and how often you pay.

3.8 If you ask for any service that your Local Network Operator does not provide as a standard service, or if you cause them to run up costs beyond those they would normally run up in carrying out their responsibilities as an electricity distributor or gas transporter, we may charge you any reasonable costs we have to pay as a result.

3.9 Taxes, duties or levies (including VAT) are payable in addition to your estimated charges and rates of taxes, duties and levies may be increased during the term of your contract and new taxes, duties and levies may be introduced. Any taxes, duties or levies will also apply to the supply of energy in any connection with the supply contract, including the supply of any goods or services used in connection with any credits or debts you have in connection with any goods or services we may Supply to you. For example, if your electricity account is in credit, we can use that credit to pay off a debt on your account.

4 If you are having difficulties paying, we will discuss your Payment Method with you, and try to help you, in line with our codes of practice. But we can only do this if you contact us to let us know. If at any time you owe any outstanding payments to 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 would like us to credit it against. Where prices would be increased, we 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. In accordance with our obligations under Standard Licence Condition 38 and the Green Deal Agreement, if such outstanding charges include Green Deal Charges then we will apply your payment in the relevant order of priority.

4.1 If you do not pay the amounts specified in your statements or Bills in the way we have agreed, we can ask you to pay in another way. This could increase the amount you pay (see clause 3). Depending on whether or not you have made your payments on time, we may need to fit a Prepayment Meter and charge you extra for fitting the Prepayment Meter and supplying you through it.

4.2 You may pay us later than the Due Date, we have the right to consider any outstanding payments as overdue, and you may be charged interest on the amount you owe us from the Due Date to the date we receive your payment in full.

4.3 An administration fee of up to £30 plus VAT.

4.4 We have the right to ask you for, and you must pay, any reasonable expenses we incur in obtaining the money you owe us under your contract. These may be associated with disconnecting, reconnecting or replacing a meter (or both).

4.5 If you are being supplied with electricity at Green Deal Premises we will start to collect Green Deal Charges, according to the Supply Start Date, from you through your electricity Bill or statement.

4.6 It is a requirement that you must pay for Green Deal Charges by the same Payment Method as you pay us for your electricity supply and you cannot choose to pay for your Green Deal Charges by a different method.

4.7 You are ultimately responsible for payments for any charges incurred in accordance with these terms.

4.8 If you are a Micro Business the following provisions will apply to you. We reserve the right to change your payment terms at any time, or by line in your agreed payment method and communication charge schedule, for your energy usage based on the amount of energy we reasonably consider that you have consumed (or which we estimate you have consumed) for the period covered by your bill, up to a maximum period of twelve months except where the charges relate to circumstances where:

a) We have previously taken steps to recover payment for charges which are older than this.

b) We have not taken action to recover such older charges because of any act or omission on your part, or

i) Any other circumstance applies which our regulator confirms that we may seek to recover charges relating to those periods.

4.9 Because we are only permitted to bill you for energy in accordance with the paragraph above, it is very important that we receive accurate and up to date information about your energy use at least once per year, and so you must:

a) Provide us with an up to date and accurate meter reading at least once per year or if you have a smart meter or other remotely read meter such as HH Metering, which we may consider to be most appropriate. For example, we may choose not to schedule visits this frequency.

b) Allow any meter reader or other EDF representative free and unimpeded access to record your electricity and/ or gas meter at your Premises, to be able to send us usage to use it to take regular meter readings from you.

c) Tell us if you have moved into new premises and are taking a supply from us;

d) Making sure you have arranged to pay;
Letting us know if you are not receiving bills at least once a year;

Telling us if you think there is a problem with your meter;

If you have a prepayment meter, making sure you only top it up:

If you are not able to take any of the steps set out above, contacting us to agree alternative arrangements and then complying with those.

Where you have opted for electronic communications from us, or this is a requirement of the product you have selected, it is your responsibility to provide us with an accurate email address, and to let us know if this needs to be updated. By entering this contract you acknowledge and agree that failing to take one of the actions above at least once per year will obstruct us in trying to charge you for the energy you use, and you agree that doing so would be manifestly unreasonable. For the purpose of this section a ‘Micro Business’ means a company which either:

- Consumes less than or equal to 285,000 kWh of gas a year;
- Consumes less than or equal to 100,000 kWh of electricity a year;
- Has fewer than ten employees (or their full-time equivalents), or an annual turnover or annual balance sheet total not exceeding £2,000,000.

6 Security Deposit

In some circumstances, we may ask you to pay a Security Deposit. If we ask you to pay this, we will explain the procedure when we contact you. We may ask for your Security Deposit either at the start of this contract or at any time during the contract.

Unless it is reasonable for us to keep a Security Deposit for a longer period, we will give you the Security Deposit back. After a year, along with interest worked out at the annual rate of the base lending rate of the Bank of England.

When we repay a Security Deposit, we will take from any money that you owe us for the Supply:

7 Your rights to end this contract and our rights to stop your Supply

You can end this contract in any of the following ways:

If you stop owning or leasing the Premises, you can give us notice to end your supply contract from the date you stop owning or being responsible for the Premises. However, you may be asked to provide documentation that confirms you are no longer responsible if there is more than three months left on your contract, or an outstanding balance. You will not be responsible for paying any charges which are due after the date you cease responsibility for the Premises. You can contact the business moves team by telephone on 0333 0009 7115, or

Unless clause 7.3 applies, if you give us notice to end this supply contract by one of the following methods:

You can give notice by telephoning us on 0333 200 5003; or you can give it in writing, online or post.

Write to the EDF Energy Customer Correspondence:

(provided that such notice is to take effect after the expiry of your Fixed Term Period and further provided that you have no outstanding debt on your account).

You do not have to notify us if you wish to end this contract after the Fixed Term Period and you can switch to another supplier unless licence conditions SLC74 and 14.3 apply. We will continue to Supply you on a variable rate until you agree to a new contract with a new supplier or you enter into a new contract with us.

If you have ended this contract before the end of the Fixed Term Period, we will continue to supply you on the terms of this contract, but you will pay our Extended Supply Prices, until the switch to the new supplier is made or you enter into a new contract with us. Where you are being Supplied under our Extended Supply Prices, please inform us if you are having a meter moved or have selected another tariff. If you have selected this contract or another tariff, please inform us if additional gas is required, or if you are no longer responsible for all charges under this contract until it properly comes to an end.

7.4 Conditions described under this clause 7.4 are applicable during the Fixed Term Period of this contract:

If you try to change your supplier prior to the end of the Fixed Term Period, or we terminate the Agreement in accordance with our rights, we may, in addition to our other rights, charge you an Early Termination Fee.

The Early Termination Fee shall be the sum of the following calculation agreed by us:

(a) The Energy Component; plus
(b) The Fixed Cost Component

For the purposes of clauses 7.4.2 (a) the “Energy Component” is an amount (in £) determined by us as follows:

Where:

Original Market Rate (OMR) shall be a rate per unit of energy (in £/kWh) determined by us, based on the market prices when we bought the energy for your Agreement;

Termination Market Rate (TMR) shall be a rate per unit of energy (in £/kWh) determined by us, based on the market prices when the Termination Fee is calculated.

Unsupplied Volume (USV) means an amount of energy (in kWh) which we forecast you would have consumed from the date the termination of this Agreement takes effect until the date your Fixed Term Period was due to expire had the Agreement not been terminated early, such amount to be determined by us based on information that we have about your Premises and how much energy you use at the Premises.

Provided that where the sum of the above calculation is negative, or zero, there shall be no Energy Component.

(b) The “Fixed Cost Component” is an amount (in £) determined by us as follows:

Where:

Unit Rate Charge (URC) means the rate we charge you for each unit of energy consumed from the date the termination of your Fixed Term Period, as set out in your contract confirmation letter.

Unsupplied Volume (USV) shall be as defined in 7.4.3 above.

Fixed Daily Charge (FDC) means the daily charge we apply for supplying you as set out in your contract confirmation letter.

Unsupplied Contract Days (UCD) means the number of days from the date that the termination of this Agreement takes effect until the date your Fixed Term Period was due to expire had the Agreement not been terminated early.

Contract Percentage (CP) shall be the percentage that we notify to you at the time you enter into this Agreement, 5% if you agreed your contract directly with EDF or 10% if you came indirectly via a Third Party Intermediary (TPI).

If you wish to end your Agreement with us before your Fixed Term Period is due to end, you may be charged an Early Termination Fee. From the date you notify us that you wish to end your Agreement with us you will continue to be supplied pursuant to these terms and conditions except that you will be moved on to our Extended Supply Prices until you change supplier or agree with us. If you have an outstanding balance (including an Early Termination Fee) on your account we may object to you transferring to a new supplier until this has been paid.

We shall be entitled to recover any Early Termination Fee by including it in your final bill.

You agree that the Early Termination Fee represents a genuine pre-estimate of the losses, costs and expenses that we might suffer as a result of the early termination of this Agreement.

When this contract ends, you must pay our final Bill within 14 days of the date on it. We may ask you to pay any reasonable extra administration charges that we incur if you do not do so. In addition, you will be legally responsible for paying us any costs we incur in preventing the ongoing Supply to the Premises. We will treat these costs and payments as debts that you owe us.

We are entitled to:

End this contract immediately and arrange for the Supply to your Premises to be disconnected or

Place you onto our Extended Supply Prices, in which case this contract will continue in full force and effect if:

a) You do not pay Your Bills in full and on time (or pay any Security Deposit that we have asked for);
b) Your Payment Method changes. In particular, if you have agreed to pay by Direct Debit but then you do not do so or your Direct Debit is cancelled, for whatever reason (until you clear any outstanding balance, if applicable, and reinstate your Direct Debit). Also, if the changes you make may allow us to change any energy meter or associated metering equipment, we may charge you to cover these costs. In certain circumstances, we also may ask you to pay a Security Deposit (see clause 5 for more details);
c) You threaten to stop paying your debts;
d) You do not carry out any of your other responsibilities under this contract;
e) You break our arrangements with you under this contract (for example, if we reasonably believe that you have stolen energy and deliberately interfered with a meter or with any part of the associated metering equipment);
f) The Energy Regulator directs another supplier, instead of us, to Supply;
g) Your Supply must be cut off under any of the energy supply industry arrangements which we have to comply with; or
h) There is a risk of danger to the public if the Supply is continued.

This contract ends immediately if we are no longer licensed or otherwise authorised to Supply your Premises.

If we have the right to stop supplying your Premises with energy under these terms you may ask someone else to take action on our behalf.

If we end your supply contract, this will not affect any rights and responsibilities which either you or we had before the date the contract ended or which are stated in your contract to start from, or to continue to apply after, that date.

8 Our legal responsibility

8.1 We are only legally responsible to you as set out in these conditions. We have no other duty or legal responsibility to you. All other legal responsibilities, guarantees and any other conditions implied by law, or otherwise, will not apply as far as this is allowed by law.

8.2 If we cannot make sure that you are supplied with energy at your Premises for some reason that is beyond our reasonable control (for example, because of something that another supplier or a distributor, transporter or shipper has done), you will not be able to claim that we have broken our arrangements with you under this contract.

8.3 We are not legally responsible to you in any way for direct or indirect loss of income, business or profits, or for any other loss or damage (other than something arising from any fraud or fraudulent misrepresentation by us) that we could not reasonably foresee at the time you entered into this contract. We will also not be legally responsible to you for any loss which you have as a result of your legal responsibility to any other person.

8.4 Our liability to you is not otherwise excluded by anything in this clause. Our total legal responsibility to you under this contract is limited to £10,000 for one incident, or a total of £10,000 in relation to all claims against us in relation to this contract. Our legal responsibility is not limited where we have committed fraud or have caused death or personal injury.

8.5 This clause 8 as a whole applies even after this contract has ended, and overrides any other agreements in this contract. But nothing in this contract overrides any rights or responsibilities that we have under the Gas Act 1986, the Electricity Act 1989, our supply licences, or regulations that apply to our industry.

8.6 We are not obliged to provide you with more gas than your transporter has registered as being used at your Premises. Please inform us if additional gas is required, although we may not be able to Supply you on our contracted prices or otherwise.

8.7 Each of the sub clauses B1 to B6 can be enforced separately, if for any reason one or more of these terms are found not to be valid or to be unreasonable, we may still enforce the rest of the clauses.

8 National terms of connection – Electricity Customers

We are acting on behalf of your Local Network Operator to make an agreement with you. The agreement is that you and your Local Network Operator both accept the National Terms
of Connection (NTC) and agree to keep to the conditions of the NTC. 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 your rights and responsibilities in relation to the connection at which your Local Network Operator delivers electricity to, or accepts 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, 4 More London Riverside, London, SE1 2AU. You can also phone 020 7706 5100 or visit http://www.energynetworks.org/.

10 Objections

10.1 In addition to our other rights, if we receive notice that another supplier has applied to Supply any of the Premises, and if you give notice in accordance with clause 10.2 apply you agree that we can object to the relevant Local Metering Administration service to prevent the new supplier taking over the Supply to your Premises.

10.2 Clause 10.1 shall apply in any of the following circumstances:

10.2.1 You have an outstanding debt with us (including an Early Termination Fee), or a debt with one of our group companies, that relates to supplying energy (or providing services in connection with your energy supply) to your Premises;

10.2.2 Your new supplier has contacted us, and we have agreed that the new supplier’s application was made by mistake;

10.2.3 The new supplier’s application relates to a meter point which is a Related Meter and the new supplier has not applied to register all the Related Meters on the same working day for the same start date;

10.2.4 The new supplier’s application is to start supplying any of your Premises before you give us proper notice that you want to end your Supply with us and that period notice has ended your permission. We can also subcontract (pass to a third party) any of your obligations under the Supply contract without your permission.

10.2.5 You have told us to object to the new supplier’s application;

10.2.6 You have not kept to your responsibilities under this contract;

10.2.7 You have entered into a new contract with us after you agreed to transfer to another supplier.

10.3 If we:

• Objected to the new supplier’s application to begin supplying your Premises because you owe money to us; and
• Only if we receive full payment of all money you owe us under your contract including the Early Termination Fee (where applicable)
• And if all objection reasons that were stated are cleared. We will not object to your new supplier regarding your existing meter point. If we have already_objection your contract will remain in force in line with clause 19 and clause 10.1 and will once again apply to any new applications by new suppliers.

11 Other conditions which apply

11.1 We may assign or transfer all or any of our rights and responsibilities in relation to the connection at which your Local Network Operator delivers electricity to, or accepts 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, 4 More London Riverside, London, SE1 2AU. You can also phone 020 7706 5100 or visit http://www.energynetworks.org/.

11.2.1 We may monitor and record calls that you can use (we will give you more information if we need to). We may also need to give the new agent details about you and the Supply to your Premises. If you have the relevant circumstances. We may also give your information to the loyalty scheme provider so the provider can run that loyalty programme in line with the agreed rules of that programme. If you give your information to carry out a credit check, we will use your information to do the following:

• To check your details with a fraud protection agency or agencies. If you provide false information and we suspect fraud, we will record this;

• To help make decisions about credit and credit-related services, for you and your business;

• To help make decisions on motor, household, credit, life and other insurance schemes we ask to provide or that you have claimed under;

• To trace people who owe us money, get back money we are owed, prevent fraud, and to manage your accounts or insurance policies;

• To check your identity to prevent money laundering, unless you give us other proof of your identity and we are happy with this proof. We may;

• Check your business records; and that of your business partners, at credit reference agencies (‘CRAs’) and fraud prevention agencies (‘FPAs’);

• Make checks for credit and verify identities; and may also make periodic searches at CRAs and FPAs;

• Record any outstanding balances that are not paid in full and on time with CRAs;

• Send information to CRAs or pass your information to FPAs if we suspect or identify fraud. This information recorded by FPAs may be accessed and used by other organisations in other countries; and/or

• Use your data for other purposes for which you give us specific permissions or the in other ways in which we can check our records with; and provide information to, FPAs and CRAs can be found at https://www.edfenergy.com/sites/default/files/third-party-data-sharing.pdf

11.4 By entering into your energy contract, you agree to your information being used and shared in line with this policy. When you enter into your energy contract, edfenergy.com Calls to UK wide numbers are included in any inclusive call plan you may have. If you don’t have an inclusive call plan, calls are charged at a national rate. Please check with your service provider if you’re unsure you can choose whether or not the information we collect about you in connection with your account can be used for marketing purposes. Please remember that collecting such information may collect information about you from other places (for example, from an account with them). If you have concerns about how these other companies use your information, please contact them directly. If you have any questions about the information we are holding about you and how we are using it, or if you believe that the information we have about you is not correct or needs to be updated, please call 0333 200 5103. 

11.5 We respect your privacy and are committed to providing you with a clear understanding of how we use your data. To find out about the ways in which we protect and use your data, please visit our Privacy Notice and Policy at edfenergy.com/yourprivacy. If you would like a hard copy of the privacy policy you can contact us on 0333 200 5103 and we will post a copy to you. For Green Deal Customers We are committed to respecting your rights to privacy and these clauses exhibit a number of ways in order to process your personal data in connection with the Green Deal if you are supplied at a Green Deal Premises:You agree to promptly give us, free of charge, any information we reasonably need to collect Green Deal Charges from your Bills and you agree to allow us to share this information (which may include contact details, billing information relating to your Green Deal account and any other legal or regulatory authority.

12.7 We will process your personal data in connection with Green Deal. This may include collecting details of your Green Deal Charges and payments collected from your Bills, using your personal data for the purpose of
Correct at time of print: November 2023

Calls to UK wide numbers are included in any inclusive call plan you may have. If you don’t have an inclusive call plan, calls are charged at a national rate. Please check with your service provider if you’re unsure.

To pay using our Budget Direct Debit plan we first need to divide this annual cost into 12 monthly payments, which are over the coming year based on information we have in our records, such as your previous energy usage and your type of property. When it’s time for your Direct Debit review, we also take into account any balance on your account. We then divide this annual cost into 12 monthly payments, which are spread equally across the year. This means that you won’t end up paying more in winter or less in summer – just the same amount all year round.

How Budget Direct Debit reviews work
We review your Direct Debit every 12 months. We might carry out more frequent reviews, for example if we receive a meter reading, but this isn’t guaranteed. Unless we decide that it’s necessary to do so, we won’t alter the amount you pay by Direct Debit at the time you make any extra ‘one-off’ payments to us but these one-off payments will be taken into account at each review.

Why your Direct Debit amount might change
After we’ve completed the annual review, if your Direct Debit needs to increase or reduce to cover your estimated annual energy cost, we’ll let you know and make the necessary changes. To avoid your agreed payments changing too often, we’ll only alter them between annual Direct Debit reviews if we think your payments need to change by more than 10% to cover your total energy costs for the year. Latest details can be found at edfenergy.com/directdebit.

How any debt or credit is balanced out
Once we’ve completed your review, if we have an up-to-date meter reading for you and we find your account is in credit, we’ll refund you. If your account is in debt, we’ll usually update your monthly payment amount to split the amount you owe across the following 12 monthly payments. In exceptional circumstances we may collect the full amount you owe from your bank account. In these cases we’ll try to get in touch at least 12 working days beforehand.

Direct Debit whole amount every month or every three months – how it works
• If you don’t have a smart meter or your smart meter hasn’t provided EDF a read. If you don’t have a smart meter or your smart meter hasn’t provided EDF a read every month you’ll get a reminder from us asking you to read your meter or pay your regular payment amount.
• If you give a valid meter reading by the date we ask you to, we’ll use this to send you a Bill for the amount we’ll collect from your account for that month or three months. So you can be sure you’re paying for your actual use.
• Well also check your regular payment amount to make sure it’s set correctly and that you’re paying for what you use.
• If you don’t send us a reading, we’ll ask you to pay a ‘regular payment amount’ which we work out by calculating how much energy we expect you to use in a year and dividing this into 12 equal payments. We look at any meter readings you’ve sent us or we’ve taken for you – if a meter reader visits your property for example if you have less than two meter readings for your account, we will look at the size of your business and how you use your energy to make sure you’re paying the right amount.
• If you change your tariff, we’ll check that your regular payment amount is set correctly.
• If you don’t send us a meter reading, we’ll collect the amount shown on the regular payment amount.
• You will receive a statement each year (known as your annual summary), showing how much energy you’ve used over the year – and how much you’ve paid.
• You can give us meter readings by phone or online using your home telephone service any time you like. Just call 0333 200 5108. You’ll also be able to pay the revised amount of the Bill straightaway.

16 Pay as you go rules (applicable to customers with a Smart Meter)
Pay as you go is a quick and easy way to pay for your energy and the smart way to budget and keep track of your energy. It is exclusive to customers with a Smart Meter. Pay on the app, online, in-store or over the phone. If you choose pay as you go as your Payment Method, this will operate in accordance with our “Pay As You Go Explained” leaflet, which is available at https://www.edfenergy.com/smepaygpolicy or to request a copy contact us on 0333 009 7000. Pay as you go contains additional functionality including auto top up and low balance alert. For more information on how these functions work please visit https://www.edfenergy.com/smepaygpolicy.

Product Specific Conditions: As detailed in Condition 2.3
Prepayment Meter: means a meter that has to be topped up in advance for the supply to be made (whether or not the prepayment meter is being used to recover an overdue debt) and includes a smart meter running in prepayment mode.

Smart Meter: Means a meter (together with any ancillary equipment) that measures how much electricity or gas you are using, combines it with the tariff rates you have signed up to, and displays your usage and cost on an in-home display unit. A Smart meter allows us to take meter readings automatically without you having to submit them or us having to visit your Property to read your meter(s). A Smart Meter can be operated as a Credit or Prepayment Meter and can be switched from one to the other remotely.

Smart Mode: Refers to a Smart Meter which is smart enabled and is providing automated meter readings directly into the system.

We/Us/Our: EDF is a trading name used by EDF Energy Customers Ltd, Reg. No. 02228297 whose Registered Office is at 90 Whitfield Street, London, W1T 4EZ, incorporated in England and Wales.

Supply Licence: Our licence to supply gas and/or electricity (as the case may be)

Variation Notice: A Mutual Variation Notice and/or a One Sided Variation Notice, both as detailed in Condition 3

Website: edfenergy.com