EDF Demand Flexibility Service 2023/2024 (EBS)

These Terms and Conditions apply to EDF's provision of the National Grid ESO **("ESO")** Demand Flexibility Service (the **"Service").** More information on the Demand Flexibility Service is available here: Demand Flexibility Service.

The Service

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").**
2. 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").** We may choose to end the Service Period at any time before 31 March 2024 and will notify you if we do.
3. To take part, you need to register your interest in the Service here and by participating in this Service, you are agreeing to be bound by these Terms and Conditions **("you", "the Customer").**
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.

Eligibility

5. To be eligible for the Service **("Eligible"),** you must for the duration of the Service:
   - at all times comply with these Terms and Conditions;
   - be a current business electricity customer of EDF;
   - have half-hourly settlement metering for each nominated Meter Point Administration Number ("**MPAN**"); and
   - not participate any nominated MPAN in any other demand flexibility or balancing service during the Service Period.
6. You agree to notify EDF if you are no longer Eligible for the Service. If at any point throughout the Service you are no longer Eligible, your nominated MPAN (including any Sub-Meters) is found to be participating in another demand flexibility or balancing service, EDF reserves the right to remove you from the Service.

Events & Participation

7. The Service is operated by the ESO who will notify EDF of events within the Service Period which a Customer may benefit from reduced electricity pricing **("Incentive")** during a set period of time **("Event").**
8. Subject to Clause 9 and Clause 18, EDF will endeavour to provide prior notice to the Eligible Customer of an Event by sending an enrolment email to the registered email address for their electricity supply account. The enrolment email shall include the date and the start time of an Event and instructions on how to opt-in to the Event. In order to participate in an Event, you must opt-in to it before the start time shown in the relevant enrolment email **("Participate"** or **"Participation").** There is no obligation for a Customer to Participate in an Event.
9. EDF are under no obligation to offer Events to you and there is no guarantee or minimum number of Events we will offer or that you will be able to Participate in under this Service

Incentive

10. Each Event will have a £/kWh Incentive. Subject to Clause 8, 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 Baseline (as defined in Clause 13) and total metered energy for the participating MPAN during each half hour period. For example, if you Participate in an Event from 6:00pm to 7pm, EDF will compare your electricity usage during 6pm to 6:30pm and 6:30pm to 7pm against your average electricity usage for the same half hour within the period used to calculate your Baseline. If you use less electricity within a half hour period during the Event in comparison to the same half hour period of your Baseline, the Incentive will be applied to the reduced volume of electricity during that half hour and will be paid to you in accordance with Clause 12.

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

12. Any Incentive owed to you shall be paid by way of a credit amount only which shall be applied to your business electricity supply account. This will be shown on your invoice within 90 days after each Event. If EDF makes 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.

13. After each Event, we will calculate your Baseline based on an average of recent days **("Baseline").** This methodology 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.

14. Notwithstanding the foregoing, following your Participation in any Event you must provide EDF with your meter readings for the entire period in which an Event occurred and within 3 working days (Monday – Friday) from the time when the relevant Event finished. By agreeing to these Terms and Conditions, you hereby accept that EDF is under no obligation to pay any Incentive to you if we are unable to obtain the necessary meter readings from you in accordance with this Clause 14.

Data Protection and Publicity

15. 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. EDF's privacy policy shall apply to any data collected in connection with this Service and can be found on our website and here: Privacy and Cookie Policy | EDF (edfenergy.com).

General

16. By Participating, 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 are in breach of these Terms and Conditions or are no longer Eligible, EDF reserves the right to remove you from the Service and reclaim any payments made to you under the Service.

17. EDF is not liable to you for any loss you incur under the Service or by your Participation in any Events howsoever caused, including but not limited to any losses which arise from any technological or procedural omission, failures, or errors and/or any action or inaction by EDF, the ESO or any other third party or event beyond direct control to which

EDF may rely upon in order to provide the Service to you.

18. EDF in its sole discretion reserves the right to reject or revoke your Participation in any Event, to withdraw from or pause the Service and/or to amend the Terms and Conditions without prior notice at any point during the Service Period. Any decision taken by EDF under this Clause 18 shall be effective immediately. EDF shall notify you if amendments are made to these Terms and Conditions where it reasonably considers the amendments are disadvantageous to you. EDF in its sole discretion reserves the right to withdraw or vary these Terms or Conditions to comply with the decision of any relevant judicial or regulatory body and shall not be held liable for doing so. The latest version of these terms will be available on our website.

19. 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.