SMALL BUSINESS CUSTOMER TERMS & CONDITIONS

June 2026 Edition

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EDF Energy is a trading name used by EDF Energy Customers Ltd, Reg. No. 02228297 whose Registered Office is at Nova North, 11 Bressenden Place, London, SW1E 5BY, incorporated in England and Wales.

Part 1

All Tariff Terms (other than Deemed Tariff Terms)
For the avoidance of doubt, if you are on any Tariff which is not a Deemed Tariff, please refer to Part 1 only, the terms in Part 2 shall not apply to your Tariff.

Part 2

Deemed Tariff Terms
For the avoidance of doubt, if you are on a Deemed Tariff, please refer to Part 2 only, the terms in Part 1 shall not apply to your Deemed Tariff.

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Conditions of supplying energy

These conditions apply if you are a Small Business Customer (which includes a Micro Business customer) and are using our electricity and/or gas services to Supply 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.

Unless we have agreed otherwise in writing, these conditions do not apply to:

- The Supply of electricity through meters with a Profile Class other than 00 (eligible tariffs only), 03 or 04;
- The Supply of energy to Unmetered Premises;
- The Supply of energy to any Premises where the metering arrangements are not compatible with our Billing system; or
- Any Supply or site which is deemed unsupportable due to our price, process or system limitations.

If you are not sure whether your Supply falls into one of the above categories, please phone our helpline on **0330 912 9959**.

Details of your Tariff specific features and prices are in Contract Pack we will send you. You can also find your prices on MyAccount that can be accessed at **edfenergy.com/myaccount**

Please read these conditions carefully so that you fully understand your and our commitments and responsibilities.

Unless you have been placed onto this contract automatically upon the expiry of another EDF product your agreement to enter into this contract shall be deemed to have been communicated in the following ways, depending on the channel which you have used:

- For contracts agreed by phone – the point at which you provide verbal agreement;
- For contracts entered into online, the point at which you press submit having ticked the box that you agree to the terms of the contract;
- For contracts entered into face to face, though our field sales team, the point at which you sign the contract.

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.

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 serve you 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 raised by the credit check, we will tell you and your contract will end automatically on the date we tell you.

Please call us on **0330 912 9959** 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 change 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.

AMR Meter(ing)	means a meter at a Supply Point that is classed as an AMR meter and its associated ancillary devices, which records the amount of electricity consumption at it.
Authority	means the authority established under section 1 of the Utilities Act 2000.
Available Capacity	means the capacity, as agreed between you and your Local Network Operator, for each Site or Supply Point which is required for quoting and billing purposes. Where your Available Capacity has not been provided, it will be estimated until such time as your actual Available Capacity is provided. Once your actual Available Capacity has been provided then we may adjust our charges retrospectively to reflect any differences between the estimated Available Capacity and the actual Available Capacity and you shall be liable to pay all our charges as adjusted;
Availability Charge	in relation to a Supply Point means the charge, expressed as a rate which is applicable to the Available Capacity of the Supply Point, and as set out on the Contract Pack.
Bill	means an invoice or Bill that informs you of the amount of money you owe us and which includes a breakdown of our charges.
BSC	means the Balancing and Settlement Code designated by the Secretary of State with the approval of the Authority.
Climate Change Levy	means the tax referred to in Schedule 6 of the Finance Act 2000.
Contract Pack	means the full set of documents you will receive when you sign up to received your Supply from us, including these terms and conditions, and which set out which Tariff you are on, your energy prices, the start and (if applicable) end date of your Tariff, along with other Tariff specific information.
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).
Distribution Network Operator	means, in relation to a Supply Point, the holder of a licence under section 6(1)(c) of the Electricity Act 1989 to distribute electricity in the area it is situated.
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, in relation to a Fixed Rate Tariff, 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 6.4.
Electricity Source	means the anticipated source of the electricity Supply as at the date of this Contract and indicated in your Contract Pack, which will be made of Standard Energy and/or UK Renewable and/or Zero Carbon For Business. If no Electricity Source is indicated in the Contract Pack, the Electricity Source for all volume shall be Standard Energy.
Energy Ombudsman	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.
Excess Capacity Charge	means in relation to a Supply Point, the charge which will apply to all Supply consumed by you at the Supply Point during any month in which the Supply to the Supply Point exceeds at any point during the month the level of capacity that has been agreed for the Supply Point by the Distribution Network Operator or Transmission System Operator or for Supply that we have undercharged you because we have been provided an inaccurate view of the correct Available Capacity at the Supply Point, or because you failed to tell us it changed, and which shall be charged at the following rate: (a) the "Excess Capacity Charge" shown in your Contract Pack; or (b) where your Contract Pack shows "N/A" as the "Excess Capacity Charge", the rate shown for the "Availability Charge" in the Contract Pack.
Exempt Distribution System	means a distribution system operated or controlled by a Distribution Exemption Holder who is covered by an exemption granted to it in relation to that system.

Words and phrases continued

Extended Supply Prices	means the price that you will pay for your Fixed Rate Supply if your Tariff comes to an end for any reason prior to the end of your Fixed Term Period and you continue to receive a Supply from us, or you don't meet the terms of your contract. The prices for both electricity and gas are available at edfenergy.com/smallbusiness/tariffs/terms-conditions. Please note that these Extended Supply Prices may be higher than your existing prices or those quoted in your new price renewal notice.
Fixed Rate Tariff	means a tariff in which the unit rate you are charged for the energy you used is fixed until its stated end date, as per your Contract Pack.
Fixed Term Period	means, if you are on a Fixed Rate Tariff, the length of time during which your prices are fixed as agreed between You and EDF, beginning on the Relevant Date as specified in your Contract Pack.
Generator Declaration	has the meaning defined in the Electricity (Fuel Mix Disclosure) Regulations 2005.
Green Deal Charges	means the charges that we must collect from you as part of the Government scheme for the collection through electricity Bills of charges for energy efficiency measures or improvements in accordance with any Green Deal Plan you may have entered into.
Green Deal Plan	means an arrangement made by the occupier or owner of a Premises for a person to make energy efficiency measures or improvements to such Premises that are to be paid for wholly or partly in instalments through their electricity Bill, as further explained in Chapter 1 of the Energy Act 2011.
Green Deal Premises	means Premises at which Green Deal Charges are owed for the installation of energy efficiency measures or improvements, pursuant to a Green Deal Plan.
HH Meter(ing)	means the metering at a Supply Point that records the amount of electricity consumption on a half hourly basis
Local Network Operator	means, for each of the Premises to be supplied under this contract, the company licensed as either an electricity distributor or gas transporter (as applicable) and that owns or operates the distribution network 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 responsible for supplying these Premises.
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 ten employees (or their full-time equivalent) and an annual turnover or annual balance sheet total of not more than €2million.
Ofgem	means the Office of Gas and Electricity Markets, set up by Parliament to protect the interests of energy customers. Their address is 10 South Colonnade, Canary Wharf, London E14 4PU.
Payment Method	means the payment arrangements and payment type which may be either 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 pattern.
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 given.
Site	means the premises at a particular site address set out on the Contract Pack and Unmetered Supply Points listed at that address.
Smart Meter	the meter and equipment we can use to measure how much gas or electricity (or both) you are using, without having to visit your Premises. A Smart Meter means you can also see how much gas or electricity you are using.

Words and phrases continued

Small Business Customer	any customer who takes a Supply of electricity or gas (or both) from us in connection with a business (including any business involving letting, managing agent or accommodation services) and which we bill through our Kraken billing system.
Standard Energy	means a source of electricity that is not Zero Carbon for Business, or UK Renewable Energy.
Statement of Renewal Terms	means, if you are on a Fixed Rate Tariff, a statement sent to you ahead of your Fixed Term Period coming to an end containing all the key terms that will apply after your Fixed Term Period comes to an end, including your price renewal options.
Supplier Transfer	means in relation to any Premises at which another electricity and/or gas supplier is supplying energy (of the same kind as the energy that is the subject of your contract with us) on the day after the date on which this Contract is agreed, the transfer of responsibility for that Supply from that supplier to us.
Supply	means the supply of electricity or gas (or both) being supplied under this contract.
Supply Point(s)	means all of the Boundary Point Metering Systems (as defined in the BSC) and the Unmetered Supply Point(s), or some or any one of them as the context requires, that are associated with a Site and set out on the Contract Pack
Supply Start Date	means the date we aim to start your Supply to the Premises under this contract.
Supply Licence	means our licence to supply gas and/or electricity (as the case may be).
Tariff	means your chosen tariff as set out in your Contract Pack and confirmation letter or email.
Third Party Intermediary (TPI)	means a third party organisation or individual that, either on its own or through arrangements with other organisations or individuals, provides information and/or advice to you about our charges and/or other terms and conditions and whose payment or other consideration for doing so is made or processed by us.
TPI Costs	means any fees, commission or other consideration including a benefit of any kind, processed by us and paid, due to be paid or made, to the TPI in respect of this contract, that are directly passed on to you.
Transmition System	means the transmission system used for transmitting electricity in England, Wales and Scotland, consisting mainly of extra high voltage electric lines.
Transmition System Operator	means National Grid as the operator of the Transmission System.
UK Renewable	means electricity generated from a renewable source which will be evidenced by REGOs
Unmetered Supply Point	means an Unmetered Supply Metering System Identifier at a Site set out in the Contract Pack.
'Unit' or 'kWh'	(either may be referred to throughout this document) refers to the standard used to measure energy consumption.
Unmetered Premises	means Premises connected to the Local Network Operator's network and receiving energy, but not through a meter to record the energy consumption.
Variable Tariff	means a tariff other than a Fixed Rate Tariff where the unit rate you are charged for the energy you use may change at any time . You will be automatically transferred to if you don't choose a different contract at the end of your Fixed Term Period but you continue to be supplied by us. This tariff has variable prices that can change any time and can be higher than your current contract prices. You can leave this tariff any time and you will not have to pay an Early Termination Fee.
'we', 'us' or 'our'	EDF Energy Customers Ltd, Reg. No. 02228297 whose Registered Office is at Nova North, 11 Bressenden Place, London, SW1E 5BY, incorporated in England and Wales (trading as EDF Energy).
Working Day	means a Monday to Friday excluding public holidays in England.
Zero Carbon for Business	means electricity generated from a nuclear source, evidenced by a Generator Declaration held by us.

Tariff Terms & Conditions

Important Information (Key Terms)

1. Our responsibilities to each other

1.1. We will tell you the Supply Start Date. Your and our rights and responsibilities under these conditions come into effect once this contract is agreed. We cannot guarantee that the Supply Start Date will be on the date you requested the Supply to start.

1.2. If, on the date that this contract is agreed (the "**Relevant Date**"), the Premises are being supplied by another energy supplier (the "**Previous Supplier**"), your Supply Start Date will be within 5 Working Days of the Relevant Date unless:

1.2.1. you request that your Supply Start Date is a later date;

1.2.2. you notify us that you do not wish the Supplier Transfer to take place, in which case we may still perform the Supplier Transfer but your Supply Start Date may not be within 5 Working Days of the Relevant Date; or

1.2.3. one or more of the conditions in clause 1.4 applies and in any event, within 5 Working Days following the date on which the relevant condition ceases to apply (or if more than one condition applies, when all relevant conditions cease to apply)..

1.3. If you are on a Fixed Rate Tariff clause 1.2 does not affect your option to give us notice to terminate your contract in accordance with clause 6.1 where you wish to terminate your contract prior to the end of your Fixed Term Period, or our right to charge you an Early Termination Fee, where applicable.

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

1.4.1. your Previous Supplier has prevented us from completing the Supplier Transfer because it has raised an objection to the Supplier Transfer;

1.4.2. we, or our authorised representatives, do not have from you sufficient information in order to complete the Supplier Transfer, despite having taken all reasonable steps to obtain the missing information from you; and we cannot readily obtain that information from another source; or

1.4.3. you are taking a Supply of energy through an Exempt Distribution System and we are unable to start supplying the Premises because:

(a) a connection between the Premises and the 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; or

(c) 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.

1.5. You agree that:

1.5.1. you are responsible for all pipes, equipment, wires and cables, and all other fittings used in connection with the Supply on your side of any electricity or gas meter (your side of the meter starts at the point at which energy leaves your meter after the meter has measured it). You agree that you will maintain 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 at all times; and,

1.5.2. your Local Network Operator will deliver your Supply.

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

1.7. You agree that, so long as we are registered with the Local Network Operator as the supplier responsible for the Supply to your Premises, all energy passing through your meter (or meters) or supplied to your Premises will be treated as having been supplied under our supply contract, even if you have a contract for the Supply of that type of energy to your Premises with any other person.

1.8. Notwithstanding Clause 7.2, in the event that the Supply of gas to your Premises is temporarily interrupted we will pass on any relevant compensation payments we receive from your transporter as a result of such temporary Supply interruption.

1.9. For customers with Smart Meters: You understand by switching to EDF your meter may not be able to operate as a Smart Meter. If this is the case, it will work as a traditional meter, meaning you will need to provide us with meter readings and your in-home display, if you have one, will no longer show your energy usage. We'll contact you once your switch is complete and confirm if we're able to support your smart functionality or not.

2. Access to premises and meters

2.1. You confirm that you are legally able to, and have permission to, allow us into the Premises and you will give us full access to your meter (or meters) whenever we require access, (including agreeing to us gaining remote access to your metering equipment) in accordance with these terms.

2.2. You agree to allow your Local Network Operator and us (and our relevant employees, agents and subcontractors) to have safe, full and free access to your Premises and metering equipment, wires and cables, and all other fittings that we use in connection with the Supply to your Premises in the following circumstances:

2.2.1. at any time if there is a possibility that somebody's life or safety is in danger, or if there is a possibility of damage to property, or if we or your Local Network Operator are required to enter your Premises by law.

2.2.2. at all reasonable times if we or your Local Network Operator need to install, maintain, inspect, test or replace any lines, pipes, wires or cables and all other equipment connected with delivering or measuring energy.

2.2.3. at all reasonable times if we or your Local Network Operator need to install, maintain, test, remove, replace or read any energy meter or associated metering equipment.

2.3. If there are any obstructions that prevent us (or any of our agents or contractors) from gaining access to your Premises and lines, pipes, wires and cables and all other equipment used in connection with supplying energy to your Premises, you are responsible for removing the obstruction, and you are responsible for the cost of doing this.

2.4. You confirm that your Premises have, and you are authorised to use, metering equipment that can provide the information we need to provide and measure energy in line with your chosen product. You confirm that your metering equipment complies with relevant industry standards as to safety, accuracy and reliability.

2.5. If you are not sure whether the metering equipment installed in your Premises is safe, accurate or reliable, you should contact us. If your Premises are not equipped with metering equipment which works with our systems, we may replace your product with one that we think is appropriate for your meter. This may mean we will need to change the price we charge you or you may need to replace your meter (we may charge you for this). If we cannot support your meter, we will tell you and your contract will end automatically on the date we tell you. We may also charge you if we have to end your contract for this reason.

2.6. You must make sure all metering equipment (whether it belongs to us or another person) on or at your Premises is not lost, stolen or damaged. You agree to pay us for any costs we may have to pay (either directly or indirectly) in replacing or repairing lost, stolen or damaged metering equipment (this includes call-out charges) unless the damage is caused by fair wear and tear or because of something that we have done or failed to do.

2.7. We will not be responsible for any fault or for something that happens because of a fault in or relating to a meter or other fitting that we do not own or that has not been provided on our behalf.

2.8. If we stop being your registered supplier, we may remove from your Premises any meter we own or lease. We may also ask our officers, employees, agents or contractors to enter your Premises to remove a meter for us. We will not do this if another supplier agrees, before the end date of your contract, to buy or take over that meter on condition that we receive appropriate compensation for the value of the meter.

2.9. You agree to send us an accurate meter reading every 3 months unless you have a Smart Meter that we can read without coming to your Premises. If you do not send us a meter reading when requested, we may charge you the daily late meter reading fee indicated in your Contract Pack for each day that the meter reading is overdue until we receive an accurate meter reading.

2.10. If you have a Smart Meter you agree that:

(a) we may use it to remotely monitor the energy you use;

(b) we may remotely repair and update it, switch it from credit to prepayment or disconnect your Supply (or both);

(c) we may use information from it to work out your Bill, offer you appropriate tariffs and other products if applicable and for any other purposes in line with the information policy; and

(d) from time to time the information from your Smart Meter may not correctly reflect the energy you have used. In such circumstances, 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, tariff features and changes to these conditions

3.1. When you enter into a supply contract with us we will give you your Contract Pack which will contain written details of the Tariff you have chosen including, your Payment Method and written details of the prices of energy. If you are on a Fixed Rate Tariff, your Contract Pack will include prices of energy for the Fixed Term Period. If you are on a Variable Tariff, your Contract Pack will include the current prices of energy that apply at the date on which you agreed your contract. Your Contract Pack will also include the anticipated Electricity Source of the electricity Supply that will apply and any other special conditions that we have agreed. These form part of your contract. We may change these prices from time to time in line with these conditions.

3.2. For Fixed Rate Tariffs:

3.2.1. Prior to the end of your 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 contract with EDF and in each subsequent Statement of Renewal Terms) if either:

(a) you have failed to comply with this contract or any of its terms in any way (and in particular, any of the circumstances at clauses 3.10, 4.5 and 6.96 apply to you); or

(b) 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.

3.2.2. We will send you a Statement of Renewal Terms at least 60 days before the end of your Fixed Term Period, 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 Tariff at the end of your Fixed Term Period.

3.2.3. If you are on a Fixed Tariff, you will then be free to leave us immediately after the expiry of your Fixed Term Period, provided you have no outstanding debt on your account and none of the provisions of clause 9.1 apply.

3.3. For Variable Tariffs:

3.3.1. You understand that the prices that we have quoted you for your Supply of energy can increase (or decrease) at any time during the contract. 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.

3.4. Except for as described in clauses 3.1 to 3.3 above, we are allowed to change all terms of supply at any time. Any changes will apply from the date we publish them on our website or notify you.

3.5. 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.

3.6. If you owe your Previous Supplier money for the energy they supplied to you at your Premises, or you owe money to us or one of our group companies for electricity or gas (or both) supplied to you, we may take over the right to collect that money. You agree that we will be entitled to collect the amount you owe (plus our reasonable costs of collection) within a reasonable time.

3.7. If the way you agreed to pay for your energy has special conditions relating to it (for example, your Payment Method may have specific terms relating to payment), they will form part of your Supply contract. We will send details of these terms to you separately where they apply to you.

3.8. Taxes, duties or levies (including VAT) are payable in addition to energy costs. The 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 costs of processing, distributing, transporting, selling or supplying energy, whether we pay these taxes and other charges direct or refund someone else who is responsible for making the payments (such as the Local Electricity Distributor).

3.9. You agree to pay for any other charges which apply under this contract or under any extra conditions we have agreed with you from time to time which we include on your Bill. If we are supplying you with electricity under this contract you also agree to pay for any charges which arise in connection with Green Deal Premises (such as Green Deal Charges) which we are obliged to collect from you.

3.10. If you do not pay any of the charges due to us or a security deposit if we have asked you to provide one, by the date that we request then we may put you on our Extended Supply Prices which are published at: **edfenergy.com/smallbusiness/tariffs/terms-conditions** If we do this then this contract will continue to apply, but your prices may change.

3.11. If you do not have a Smart Meter you agree to have one fitted. You can arrange to have a Smart Meter installed by visiting **edfenergy.com/sme-business/smart-metering** or by calling us on **0333 200 5104**. If you do not have a Smart Meter installed your charges may be updated to the non-Smart Meter prices contained in your Contract Pack (until you have a Smart Meter installed). We will not change your charges under this clause 3.10 if you have a non-standard meter type or for technical reasons we cannot install a smart meter.

3.12. If you have come to us through a TPI, we will have notified you of any TPI Costs as part of your Contract Pack.

3.13. Some of our Tariffs have eligibility criteria and features. These Tariffs will only be available to Customers who satisfy this eligibility criteria. For example, our Fixed for Business Online Tariff means you agree to manage your account entirely online. Eligibility Criteria for our Tariffs can be found at **edfenergy.com/smallbusiness-eligibilityandfeatures**

3.A Electricity Source:

3.A.1 The Electricity Source will apply to the amount of electricity we Supply you, unless for any period we decide, we have provided you with more electricity than we expected to and we choose to apply the Standard Energy source to such volume. The nuclear backed and renewable electricity that we buy for our products is supplied into the National Grid. Customers receive that electricity through the National Grid, not directly from zero-carbon generators.

3.A.2 You must satisfy yourself of the reporting requirements of greenhouse gas inventories if you intend to circulate or publish information in relation to the Electricity Source.

3.A.3 If your Electricity Source is backed by an amount of Zero Carbon for Business, then the following declaration will apply: For each disclosure period (as defined in the Electricity (Fuel Mix Disclosure) Regulations 2005) that corresponds (in whole or part) with the period of the Supply under the Agreement, we will not supply to our customers more nuclear sourced electricity than the amount of Generator Declarations we hold (or will hold) for total electricity generated from a nuclear energy source for the relevant disclosure period.

3.A.4 We may amend the Electricity Source to the Standard Energy source at any time and will inform you if we do.

3.A.5 Any failure by us to provide the Supply using any Electricity Source(s) specified in the Contract Pack shall not constitute a breach by us of this contract.

4. Bills and payments

4.1. We will provide you with a Bill (which will show you a breakdown of our charges) at least once a year, but we may send you a Bill or another statement setting out amounts you owe us in line with your agreed Payment Method at any time.

4.1.1. 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.

4.2. Our Bill or statement may be based on a reasonable estimate of how much energy you use, based on information that we have about your Premises and how much energy you use at the Premises. You must pay the amount specified on your Bill or statement, including where this is based on an estimate of your energy consumption. If you are unhappy with the amount specified in the statement or Bill, you should contact us immediately to give us your own meter reading, or to arrange for us to read your meter. However, we may arrange to read your meter and issue a replacement statement or Bill at any time (including after this supply contract has ended).

4.3. If your meter does not accurately record the amount of energy that we Supply to your Premises, or if any other information we need to work out the amounts payable by you is not correct or available, we may make a reasonable estimate of the amount of energy you have used and send you a statement or Bill. (However, we may also wait until we have received the required information). If we discover that any statement or Bill we have sent to you has been based on information that is not accurate or complete, we will make any necessary adjustments and, if necessary, send you a new statement or Bill as soon as we can.

4.4. If you do not give us a valid meter reading that has been taken immediately before the Supply Start Date, we may estimate the amount of energy supplied to your Premises from the Supply Start Date until we first read your meter or when your Supply contract with us ends (whichever is first). We may use that estimate as the basis for working out the charges you should pay for energy supplied during that time.

4.5. You agree to pay, in whichever way we have agreed with you, the amounts specified in each statement or Bill in full (even if it is based on an estimate of your consumption) by the Due Date. If you don't pay in line with your Payment Method or payment frequency which you have agreed to at the time of entering into this contract, your contract may end or change. This could result in a change to your Payment method, payment frequency or charges or all. If your Payment Method changes, the price we charge you may change to reflect this. In particular, if you have agreed to pay by Direct Debit but then you do not do so or your Direct Debit stops or is cancelled, for whatever reason, we may update your charges to the non-Direct Debit prices contained in your Contract Pack (until you clear any outstanding balance, if applicable, and reinstate your Direct Debit). Also, if we need to change any energy meter or associated equipment because the Payment Method has changed, 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).

4.6. We have the right to offset any credits or debts you may have in connection with any goods or services we Supply against 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.

4.7. If you are having difficulties paying, we will discuss your Payment Methods 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 us any outstanding charges 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 would like us to credit it against. 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. In accordance with our obligations under Standard Licence Condition 38 and the Green Deal Arrangements Agreement, if such outstanding charges include Green Deal Charges then we will apply your payment in the relevant proportions due for the amount of Green Deal charges and charges for the Supply of electricity in each case.

4.8. 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).

4.9. If you pay us later than the Due Date, we have the right to charge you:

4.9.1. The interest on the amount you owe us, which will be worked out at an annual rate of 4% above the base lending rate of the Bank of England from time to time. We will apply this interest rate to the amount you owe us from the Due Date to the date we receive your payment in full; and

4.9.2. an administration fee of up to £30 plus VAT.

4.10. 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 this contract, including costs associated with disconnecting, reconnecting or replacing a meter (or both).

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

4.12. 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.

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

4.13.1 If you are a Micro Business the following provisions will apply to you. We will give you a bill or statement at least once a year, but we may send you a bill or statement at any time, or in line with your agreed payment method and communication preferences. We will charge you 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

(c) any other circumstance applies which our regulator confirms that we may seek to recover charges relating to consumption that are older than twelve months.

4.13.2 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 or AMR Metering, allowing us to use it to take regular meter readings from you;

(b) allow any meter reader or other EDF representative free and unimpeded access to read your electricity and/or gas meter, at least once per year (provided that we may choose not to schedule visits this frequently);

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

(d) make sure you have arranged to pay us;

(e) let us know if you are not receiving bills at least once a year;

(f) tell us if you think there is a problem with your meter;

(g) if you have a prepayment meter, making sure you only use the key or card we have issued to you to top it up;

(h) if you are not able to take any of the steps set out above, contact us to agree alternative arrangements and then complying with those.

(i) 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 correctly charge you for the energy you use, and you agree that doing so would be manifestly unreasonable.

4.13.3 If you have a HH Meter or an AMR Meter you agree to pay for any Availability Charges or Excess Capacity Charges that may apply as set out in your Contract Pack. We will apply any applicable Availability Charge depending on your demand usage. Should your demand exceed the level of capacity that has been agreed for the Supply Point by the Distribution Network Operator or Transmission System Operator or for Supply that we have undercharged you because we have been provided an inaccurate view of the correct Available Capacity at the Supply Point, or because you failed to tell us it changed, then an Excess Capacity Charge will be applied any excess. The rates of any applicable Availability Charge or Excess Capacity Charge are set out in your Contract Pack.

5. Security deposit

5.1. 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 you to pay a Security Deposit either at the start of this contract or at any time during the contract.

5.2. 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 from time to time.

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

6. Your rights to end this contract and our rights to stop your Supply

Fixed Rate Tariffs

6.1. If you are on a Fixed Rate Tariff, you can end this contract in any of the following ways:

6.1.1. if you stop owning or renting the Premises, you can give us notice to terminate your supply contract from the date you your responsibility for the Premises ends, 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 supply contract, or an outstanding balance on your account. You may be charged an Early Termination Fee (under clause 6.4) for terminating your supply contract prior to the end of a Fixed Term Period. You will not be responsible for paying any supply charges related to supply made after the date your responsibility for the Premises ends.
You can contact the business moves team by telephone on **0330 912 9959**; or

6.1.2. you, or we on your behalf, can switch to another supplier unless we raise an objection to the transfer in accordance with clause 9. You may be charged an Early Termination Fee (under clause 6.4) for terminating your supply contract prior to the end of a Fixed Term Period.

6.2. When you have switched to another supplier, we will prepare a final Bill for you, setting out all outstanding charges that you owe us. We may need to get a final meter reading for this (if this is the case, clause 2.3 will apply).

6.2.1. If you give notice to end this contract in line with clause 6.1.1, EDF will continue to Supply you until another supplier starts supplying the Premises.

6.3. If you do not give us proper notice under clause 6.1.1, this contract will remain in force in line with clause 1.7 and you will continue to be legally responsible for all charges under this contract until it properly comes to an end.

6.4. Conditions described under clause 6.4 are only applicable to the Fixed Term Period of this contract and not where you have transferred onto a Variable Tariff.

6.4.1. 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, or you give us notice to terminate the contract prior to end of your Fixed Term Period, we may, in addition to our other rights, charge you an Early Termination Fee.

6.4.2. The Early Termination Fee shall be the sum of the following components, as calculated by us:

(a) the Energy Component; plus

(b) the Fixed Cost Component.

6.4.3. For the purposes of clause 6.4.2:

(a) The "**Energy Component**" is an amount (in £) determined by us as follows:

(OMR – TMR) * USV 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:

((URC x USV) + (FDC x UCD))* CP

Where:

Unit Rate Charge (URC) means the rate we charge you for each unit we Supply to you during your Fixed Term Period, as set out in your contract confirmation letter.

Unsupplied Volume (USV) shall be as defined in 6.4.3 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).

6.4.4. 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 a new contract 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 (in accordance with clause 9) until this has been paid.

6.4.5. We shall be entitled to recover any Early Termination Fee by including it in any invoice we issue to you.

6.4.6. 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.

6.5. 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.

Variable tariffs

6.6. If you are on a Variable Tariff you, or we on your behalf, can end this contract at any time by agreeing another contract with us or, subject to clause 9, switching to another supplier. No Early Termination Fee will be due if you are on a Variable Tariff.

6.7. If you intend to move Premises please let us know when you will cease to own or occupy the Premises by writing to us at Freepost EDF CUSTOMER CORRESPONDENCE or you can call us on **0333 188 6725**.

6.8. If we are informed that a new supplier has requested to take over your Supply and your account is not in debt (and none of the other reasons set out on clause 9 apply) we will, unless you have agreed a new contract with us, prepare a final Bill for you, setting out all outstanding charges that you owe us. We may need to get a final meter reading for this. EDF will continue to Supply your Premises until such time as the relevant energy Supply is taken over by your new supplier.

6.9. For all Tariffs, we are entitled to either:

6.9.1. end this contract immediately and arrange for the Supply to your Premises to be disconnected or capped; or

6.9.2 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 from what you agreed to at the time of entering into this contract (in addition to our rights under clause 4.5);

(c) you are declared bankrupt, or any formal steps are taken to have you declared bankrupt;

(**d)** you have an interim order made against you under the Insolvency Act 1986;

(e) you pass a resolution for your business to be wound up or a court that has the power to do so makes an order for your business to be wound up or dissolved;

(f) You have an administration order made against you or enter into a voluntary (or other similar) arrangement with your creditors and any one of the following conditions are met:

i) the insolvency office-holder consents to the termination or Extended Supply Prices; or

ii) a Court grants permission to terminate if it would place us in hardship not to; or

iii) charges for your Supply that are incurred after entering into administration or voluntary arrangement are not paid within a period of twenty eight (28) days from the date such charges are due; or

iv) we give written notice to the insolvency office-holder that your Supply will be terminated unless the payment of charges in respect of the continuation of Supply after entering into administration or voluntary arrangement is personally guaranteed and the insolvency office-holder doesn't give that guarantee within 14 days of receiving our written notice;

(g) you enter into liquidation or any other insolvency proceedings are started against you or a receiver or administrative receiver is appointed over the whole or any part of your business or assets unless you subsequently enter into administration in which case clause 6.9.2(f) shall apply;

(h) you threaten to stop paying your debts;

(i) you do not carry out any of your other responsibilities under this contract;

(j) you break our arrangements with you under this contract (for example, if we reasonably believe that you have stolen energy or deliberately interfered with a meter or with any part of the associated metering equipment);

(k) Ofgem directs another supplier, instead of us, to Supply your Premises;

(l) your Supply must be cut off under any of the energy supply industry arrangements which we have to comply with;

(m) there is a risk of danger to the public if the Supply is continued; or

6.10. For all tariffs, if at any time we determine that you have been engaged in any fraudulent activity we may terminate this contract, at which point you will be placed on our deemed terms and will be ineligible for any of our other tariffs. Save for any period for which we have determined you have been engaged in fraudulent activity, the prices communicated in your Contract Pack will apply. For any period which we have determined you have been engaged in fraudulent activity, our latest published deemed prices will apply and may be required to pay in advance through a Pay As You Go meter.

6.A Consent to Transfer to New Supplier in the event of unresolved dispute

If you have a debt of more than £250, which is still not paid after 30 days, or if you repeatedly fail to make payments in line with any repayment plan we have agreed with you, or if you repeatedly fail to send us meter readings, or if we have not been able to resolve a complaint to your satisfaction, you agree, on an irrevocable basis, for your supply of gas and/or electricity to be transferred to another supplier and you provide us with your irrevocable consent to act as your fully authorised agent to enter (on your behalf) into a supply contract with such supplier. We will only exercise this right where the charges offered by such alternative supplier are less than or equal to the charges you have agreed with us and on terms that allow you to switch away from that supplier at any time without penalty.

6.B Market Half Hourly Settled Accounts for Micro Business Customers

If you are a Micro Business customer and we have access to your Half Hourly data from your Smart Meter for use within industry settlement process on a Market Half Hourly Settlement basis, but after it becomes possible for your account to be settled on a half hourly basis you decided to remain or switch to a non Time of Use Tariff (i.e. a tariff that has lower rates during off peak periods and higher rates during peak periods), you hereby confirm that your conduct of remaining or switching to a non Time of Use Tariff should be treated by us as your notice to us to withdraw consent from us using your half hourly data for settlements purposes.

7. Our legal responsibility

7.1. 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.

7.2. 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.

7.3. 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.

7.4. We shall not be liable, nor under any obligation to refund you any amount or alter any charges if for any reason, we do not provide the Electricity Source indicated.

7.5. As far as our liability to you is not otherwise excluded by this clause 7, our

total legal responsibility to you under this contract is limited to £1,000 for one incident, or a total of £10,000 in relation to all claims against us in relation to this contract. Our legal responsibility to you is not limited where we have committed fraud or have caused death or personal injury caused by our negligence.

7.6. This clause 7 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 licence, or regulations that apply to our industry.

7.7. Each of the subclauses 7.1 to 7.6 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: **www. connectionterms.org.uk/**

9. Objections

9.1. In addition to our other rights, if we receive notice that another supplier has applied to Supply any of the Premises, and if any of the circumstances in clause 9.2 apply you agree that we can object and prevent the new supplier taking over the Supply to your Premises, and you must help us object to the transfer.

9.2. Clause 9.1 shall apply in any of the following circumstances:

9.2.1. 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;

9.2.2. your new supplier has contacted us, and we have agreed that the new supplier's application was made by mistake;

9.2.3. the new supplier's application relates to a metering 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;

9.2.4. if you are on a Fixed Rate Tariff and have not yet reached the end of your Fixed Term Period, 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 notice period has ended (see clause 6.1);

9.2.5. you have told us to object to the new supplier's application;

9.2.6. you have not kept to your responsibilities under this contract;

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

9.3. If we objected to the new supplier's application to begin supplying your Premises we will not object to your new supplier reapplying only if:

9.3.1 we receive full payment of all money you owe us under your contract including the Early Termination Fee (where applicable); and

9.3.2 all objection reasons that were stated by us are cleared.

If your new supplier has not reapplied, your contract will remain in force in line with clause 1.7 and clause 9.1 and will once again apply to any new applications by new supplier.

10. Other conditions which apply

10.1. We may assign or transfer all or any of our rights (including the right to demand that you pay charges you owe us and to take you to court if you refuse to pay them) and legal responsibilities under your supply contract without your permission. We can also subcontract (pass to a third party) any of our obligations under the supply contract without your permission.

10.2. Your rights and responsibilities under this contract are personal to you, and you are not entitled to transfer any part of the contract (including your rights and responsibilities) to another person without getting our written permission first.

10.3. We may stop, suspend or restrict the Supply of energy to your Premises because of an Act of Parliament or any regulation made under it. While that law is in force you must not use energy or, if we tell you, you must keep to any limits set on the amount of energy you can use (we will give you more information if we need you to do this).

10.4. We may also have to suspend or stop supplying your Premises with energy if:

10.4.1. for reasons beyond our control, your Local Network Operator or our suppliers have done something they should not have done or have failed to do something they should have done; or

10.4.2 your Local Network Operator asks us to stop supplying your Premises.

10.5. If we or your Local Network Operator ask you to stop using gas at your Premises because of safety concerns relating to the transportation of gas through the pipeline system, you must immediately take all possible steps avoid using gas from that moment, until we or your Local Network Operator have advised you that it is safe to resume normal use.

10.6. These conditions, the pricing information and any other documents referred to in these conditions, or the pricing information, or which we otherwise tell you about, set out the whole contract between you and us.

10.7. If we do not immediately enforce any rights we have under this contract, this will not affect our right to enforce these rights at a later date.

10.8. If when you first entered into a contract you provide us with an email address you agree to us initially setting up your account so that all bills, notices and other communications we send you under our supply licence are provided to you electronically either through our MyAccount service or email. These could include notices relating to: price changes, information about tariffs coming to an end, responses to complaints or questions, and other information about our legal responsibilities to you. It will also include bills, annual statements, and initial reminders about any outstanding debt on your account. It is your responsibility to provide us with an accurate email address, and to let us know if this needs to be updated. If at any time you no longer want to receive communications electronically, you can contact our Customer Services team on 0330 912 9959 or change your account settings through our MyAccount service.

10.9. If you need to give us notice under this contract, you must deliver it by hand or post it to the address shown on this contract or on your last bill. 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.

10.10. We will not be breaking any term of this contract when we act in line with any rights or perform the duties under our energy-supply licences or any other relevant industry arrangement or laws.

10.11. Nothing in this contract will affect our rights or powers under our energy-supply licences or other relevant laws.

10.12. 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.

10.13. You agree that you have read and understood our information policy (see clause 11 below) and you agree:

- to all its conditions;
- that the information you have given about yourself is correct; and
- that we may use your personal information as described within the policy.

10.14. Times applying to relevant electricity meters.

- standard tariff - the day unit applies at all times.
- economy 7 tariff – night units apply for seven hours a night. Your Local Network Operator decides the actual time the night units apply. Day units apply at all other times.
- evening and weekend tariff – your Local Network Operator network operator decides the times at which evening and weekend units apply.
- evening, weekend and night tariff - your Local Network Operator decides the times at which evening, weekend and night units apply.
- off-peak tariff – your Local Network Operator decides the times at which off-peak units apply. Your Local Network Operator decides the actual time for which units apply. For more details, please call us on **0330 912 9959**.
- Climate Change Levy ("**CCL**") is a government tax which only applies to business customers if their consumption is above the de-minimus (More than 33kwh per day, per billing period). If you are exempt from CCL, it is your responsibility to provide us with evidence of this by sending us your supplier certificate (PP11 form) to the following address: Freepost VAT Team

10.15. This contract is governed by English law any disputes (whether contractual or not) shall be heard exclusively in the courts of England and Wales.

11. Information policy

11.1. You agree to give us, free of charge, any information that we reasonably ask for so that we can do any of the following things:

- set up, monitor and manage your energy account;
- work out and manage any Security Deposit we need from you;
- enter into all agreements and registrations necessary to Supply you;
- carry out credit checking to work a suitable tariff type and method of payment for you;
- supply you in line with your contract and the industry arrangements under which we work;
- take action in line with our rights and responsibilities under your contract;
- Keep to relevant laws; and
- transfer your account to another supplier when your energy account with us ends.

11.2. You agree that we may share your information with other organisations in connection with the purposes set out in clause 11.1 above and for the

purposes of developing our processes and improving the products and services we can offer our customers. This may include us sharing your information with a joint energy account holder, or with the bank account holder of any Direct Debit instruction we are given in relation to your account with us, or with your TPI in certain circumstances. We may also share information between any of your accounts with us or any of our group companies.

11.3. Before we can transfer your energy supply to us we may also need to contact your current supplier to find out the details of any outstanding debt you may owe them. If we need to change appointed agents (such as meter readers), we may need to give the new agents' details about you and the Supply to your Premises. If you take part in one of our loyalty schemes, 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 us 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 give us false or inaccurate 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 you have asked us to provide or that you have claimed under;
- to trace people who owe us money, get back money we're 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 your specific permission. Further details of the ways in which we can check your records with, and provide information to, FPAs and CRAs can be found at **edfenergy.com/yourprivacy**

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 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 other companies may collect information about you from other places (for example, from an account with them). If you have concerns about how these other companies are using 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 **0330 912 9959**.

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 **0330 912 9959** and we will post a copy to you.

11.6. For Green Deal Customers we are committed to respecting your rights to privacy and these clauses explain how we will use your data in order to process your personal data in connection with the Green Deal if you are supplied at a Green Deal Premises:

11.6.1. you agree to promptly give to 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, or other activity relating to your energy account with EDF) with other people or organisations for the purposes of administering your Green Deal Plan and discharging any obligations imposed on us by the Secretary of State, Ofgem or any other legal or regulatory authority; and

11.6.2. 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 collecting your Green Deal Charges and sharing your data with third parties in order to meet the requirements under your Green Deal Plan. We may be required to disclose your personal data to the participants in the Green Deal Plan and other third parties including the Secretary of State, regulators and other law enforcement bodies. Where data transfers take place we will ensure that all third party processors apply adequate safeguards. A full list of the parties who may process personal data in relation to your Green Deal Plan is available from the GDAA Panel Secretary appointed by the Secretary of State.

12. Feed in Tariffs

12.1. EDF is a Mandatory Licensed Supplier of the Government's Feed-In-Tariffs scheme (FITs). This means we must register and make FITs payments to:

- our own electricity customers
- an electricity supply customer of a Licensed Electricity supplier who is not a mandatory FIT licensee
- a generator with an eligible installation on a site not connected to the grid for import. For more information, or if you think you might qualify for FITs payments because your business has renewable generation technology, please call our FITs team on **0333 009 7009**.

13. Making a complaint

13.1. If you are not satisfied with our service and would like to make a complaint, we ask that you refer to the complaint handling procedure at edfenergy.com/sme-complaints or you can call us on **0330 912 9959** between Monday to Thursday 8am to 6pm and Friday 8am to 4pm to request a free copy by post. If we are unable to resolve your complaint, you may be able to have your complaint reviewed by the Energy Ombudsman by calling on **0330 440 1624** (Monday to Friday, 8am to 8pm, and Saturday, 9am to 1pm), email them at **enquiry@energyombudsman.org** or by visiting **energyombudsman.org**

13.2. If you are a Small Business or Micro Business who has appointed a TPI, they'll be a member of a qualifying dispute settlement scheme and can direct you to that service. If you are unable to contact your TPI, you can contact us at the details provided at **edfenergy.com/sme-complaints** or you can call us on **0330 912 9959** between Monday to Thursday 8am to 6pm and Friday 8am to 4pm.

13.3. You can get help with energy problems. This includes issues with your bills, meters, or if you're struggling to pay for your energy use. If you are Small Business or Micro Business in England or Wales, go to **citizensadvice.org.uk/energy** or contact the Citizens Advice consumer service on **0808 223 1133**. Calls are free. If you are a Small Business or Micro Business in Scotland, go to energyadvice.scot or contact Advice Direct Scotland on **0808 196 8660**. Calls are free. Citizens Advice and Advice Direct Scotland are the official sources of free and independent energy advice and support for Small Businesses and Micro Businesses.

14. Direct Debit rules

If you want to pay for your energy by Direct Debit, we have to agree the fixed amount you need to pay at first to cover your yearly energy costs. To help keep your bills on track, we will monitor and review the fixed amount. When it is time to complete a review, we will request a meter reading either directly from your smart meter or ask for you to provide this. We review your Direct Debit payments in line with our Direct Debit rules, which form part of these terms. You can find them at **edfenergy.com/directdebit**

15. Pay as you go rules (applicable to customers with a Smart Meter)

15.1. 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 **edfenergy.com/paygpolicy**

15.2. From time to time there may be discrepancies between PAYG customers' meter(s) and their account. We reserve the right to refund/deduct any over or underpayment for energy charges and make any metering adjustments. You should always check your balance and ensure your account is topped up with credit, as your meters could self-disconnect if there's no credit and you'll run out of power.

Part 2: Deemed Contract Terms and Conditions

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Deemed Contract Scheme

Scheme for setting out the Terms and Conditions that will apply to the contracts made under Schedule 6 to the Electricity Act 1989 and Schedule 2B of the Gas Act 1986.

When the scheme begins

This scheme originally came into force on 1 October 2001 and applies to electricity or gas (or both) which we supply to Small Business customers under these Deemed Terms.

The scheme

We have made this scheme in line with Schedule 6 of the Electricity Act 1989 (the 'Electricity Code') and Schedule 2B of the Gas Act 1986 (the 'Gas Code'). These codes allow us to make changes (known as 'revisions') to this scheme from time to time. If we do make a revision, we will first send the full text of the revision to Ofgem, after which time the revision will come into force. Once the revision comes into force, it will apply to all Deemed Contracts we create from that point on. It will also apply to any Deemed Contracts that already exist, unless the revision says otherwise. If we need to provide evidence of this scheme, any revisions to it, or the deemed contract Schedule of Charges (or any changes to it) in any courts of justice or any legal proceedings, we will produce a copy of any document we have sent to Ofgem as conclusive evidence.

Definitions

The following words and phrases used in this contract have the following meanings

The Citizens Advice consumer service	provides free, confidential and impartial advice on consumer issues, by phone and online, to individual consumers and small businesses.
Deemed contract	means a contract to Supply gas or electricity (or both), under these Terms. These Terms only apply if you are a small business customer and using our electricity or gas services (or both) at your Premises, without entering into a formal agreement with us for those services.
Energy Ombudsman Services	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.
Gas Transporter	the company licensed to deliver gas through pipes to your Premises..
Green Deal charges	means the charges that we must collect from you as part of the Government scheme for installation and financing of energy efficiency measures or improvements through energy bills, and 'Green Deal Premises' means Premises at which Green Deal charges are owed for the installation of such energy efficiency measures or improvements.
Green Deal Plan	means an arrangement made by the occupier or owner of the Premises for a person to make energy efficiency measures or improvements to such Premises, to be paid for wholly or partly in instalments, as defined in Section 1(3) of the Energy Act 2011.
Local Network Operator	means, for each of the Premises to be Supplied under this contract, the company licensed as either an electricity distributor or Gas Transporter (as applicable) and that owns or operates the distribution network through which energy is delivered to your Premises.
Micro Business	means a company which meets one of the following criteria: consumes less than 293,000 kWh of gas a year, or consumes less than 100,000 kWh of electricity a year, or has fewer than ten employees (or their full-time equivalent) and an annual turnover or annual balance sheet total not exceeding €2m.
Ofgem	is the Office of Gas and Electricity Markets
Payment Method	payment by either Direct Debit, cash or cheque, pay as you go or any other method we determine.
Premises	the Premises (including any part of any land or building or structure) we Supply electricity or gas (or both) to under this contract.
Smart Meter	the meter and equipment we can use to measure how much gas or electricity (or both) you are using, without having to visit your Premises. A Smart Meter means you can also see how much gas or electricity you are using.
Small Business Customer (Microbusiness and non Microbusiness)	any customer who takes a Supply of electricity or gas (or both) from us in connection with a business (including any business involving letting, managing agent or accommodation services) and which we bill through our Kraken billing system.
'Supply' and 'Supplied'	the energy services provided under this contract (but not otherwise). This may also include services provided in connection with the Supply of electricity or gas (or both) to the Premises.
'we', 'us' or 'our'	the licensed energy supplier for the services provided to you under this contract (that is, EDF Energy Customers Ltd, Reg. No. 02228297 whose Registered Office is at Nova North, 11 Bressenden Place, London, SW1E 5BY, operating under the trading name of EDF and using the Supply IDs LOND, SEEB and SWEB).

Full Terms and Conditions for Supplying electricity or gas (or both)

These Terms apply to you if you are a Small Business Customer and you are using our electricity or gas services (or both) at your Premises but have not entered into a formal agreement with us for those services.

Please read these Terms carefully so that you fully understand your commitments and our responsibilities.

If we Supply gas to your Premises we may need to enforce other Terms if your Premises are not directly connected to the gas pipeline network operated by National Grid Gas.

Note: In these Terms and Conditions, when we refer to **'energy'** we mean gas or electricity (or both) we provide to we provide to Small Business Customers (including Micro Business). When we refer to 'services', we mean gas, electricity, energy-related services and any other services Small Business customers (including Micro Business).

1 Your and our responsibilities

1a This contract sets out our standard Terms and Conditions for Supplying services under our deemed contract scheme. These Terms and Conditions apply to you only if you have not entered into a current energy-supply agreement with us (which can be enforced by law), but we are providing you with services.

1b EDF is the trading name we use for providing the services. In line with these Terms, we agree to Supply services at the Premises for the length of this contract.

1c You agree that you own or use the Premises (or will on the date that the services start) and that the Premises are currently connected to a mains gas network or your Local Network Operator's distribution network, or both (as appropriate).

1d You agree to pay any part of our charges for services that are not currently part of a genuine dispute.

1e You are ultimately responsible for payments for any charges incurred in accordance with these terms.

1f You agree that, for as long as we are the supplier registered to your meter point administration number or meter point reference number (as applicable) 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 deemed contract scheme, even if you have a contract with any other person for Supplying energy to your Premises.

1g You understand if you have a Smart Meter you may lose the functionality currently available to you by switching to EDF.

1h Notwithstanding Clause 7b, in the event that the Supply of gas to your Premises is temporarily interrupted we will pass on any relevant compensation payments we receive from your transporter as a result of such temporary Supply interruption.

2 Access to Premises and meters

2a You confirm that you are legally able to, and have permission to, allow us (or someone appointed by us) into the Premises and have full access to your meter (or meters), including agreeing to us gaining remote access to your metering equipment, 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 Network Operator or us (or our employees, agents or 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 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:

2c1 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

2c2 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 work out your charges in connection with the relevant tariff. 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 increase your charges (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 reasonably 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 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, key or other charging device, keeping it clean, safe and free from damage, otherwise we may charge you for providing a replacement card or key. If you fail to do this, we may charge you any costs we may reasonably have to pay (either directly or indirectly) as a result. You must only use the most recent key or card (unless otherwise instructed by us) to charge your prepayment meter, otherwise your meter may not be updated with the correct pricing information which may result in you paying a higher price for your energy Supply, or for your energy Supply prices changing.

2h If this contract (in relation to any service) ends, we can:

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 this 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.

2j If you have a Smart Meter, you agree that:

(a) we may use it to remotely monitor the energy you use;

(b) we may remotely repair and update it, switch it from credit to prepayment or disconnect your Supply (or both); and

(c) we may use information from it to work out your bill, offer you appropriate tariffs and other products (including via any associated in-home display device) and for any other purposes in line with the information policy, and

(d) from time to time the information from your Smart Meter may not correctly reflect the energy you have used. In such circumstances, we reserve the right to apply the correct charges which will be applied to your Smart Meter or reflected in a separate bill.

2k Signing up to these terms and conditions means that if you do not have a Smart Meter you agree to have one fitted, or, if you decide you do not want one installed, you inform us that you are opting out.

2l If you are a Micro Business customer and we have access to your Half Hourly data from your Smart Meter for use within industry settlement process on a Market Half Hourly Settlement basis, but after it becomes possible for your account to be settled on a half hourly basis you decided to remain or switch to a non Time of Use Tariff (i.e. a tariff that has lower rates during off peak periods and higher rates during peak periods), you hereby confirm that your conduct of remaining or switching to a non

Time of Use Tariff should be treated by us as your notice to us to withdraw consent from us using your half hourly data for settlements purposes.

3 Prices and changes to Terms

3a The prices we charge you, and the ways you can make your payment, are set out in the Deemed Contract Schedule of Charges (see appendix 1 to this contract). The Deemed Contract Schedule of Charges forms a part of these Terms and Conditions.

3b To work out the charges for energy we Supply to you, we will apply the tariff we consider most appropriate to your type of meter.

3c 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. We will continue to Supply you after we have made this revision, in line with the revised Terms.

3d We may also make changes to the information shown in the Deemed Contract Schedule of Charges (including the prices we charge you) at any time. Unless you have a prepayment meter, any change will apply to energy we supply to you from the date we make that change. If you have a prepayment meter, your new charges may not apply until the next time you charge credit onto your meter or, if you have a token prepayment meter, until your meter has been reconfigured with the new prices. It is your responsibility to arrange an appointment to make sure your prepayment meter is correctly configured. Changes we make to the Deemed Contract Schedule of Charges are not classed as revisions, but any changes to the prices we charge you will be shown in the next bill we send to you after making the changes.

3e There may be times when we need to change these Terms other than in the circumstances described in clause 3c 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, government instruction or regulation, or to any tax or duty that affects our businesses.

3f We will publish any change we make to our prices for any of the reasons given in clause 3d above in the Deemed Contract Schedule of Charges.

3g If you take any service other than the service we or your Gas Transporter or Local Network Operator provides as standard, or if you cause us or 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.

3h If the Payment Method you use changes (for any reason), the price we charge you may change to reflect this. Also, if we need to change any energy meter or associated equipment because the Payment Method you use has changed, we may make a charge to you to cover these costs.

3i Any taxes, duty or levies on energy (including VAT) will apply to all our charges to the extent that they are applicable, 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.

3j You agree to pay for other charges which apply under this contract and under any extra Conditions we have agreed with you from time to time which we include on your energy bill. You also agree to pay for other charges which arise in connection with Green Deal Premises (such as Green Deal charges) and which we are obliged to collect from you.

4 When this contract starts, your rights to end this contract and our rights to stop your Supply

4a This contract comes into force either:

4a1 on the date we began to Supply you (for any reason); or

4a2 on the date you began to take a Supply from us.

4b This contract will end in the following circumstances:

4b1 if you, or we on your behalf, enter into a formal energy-supply agreement with us or with another energy supplier (a 'new supplier'), the contract will end:

a) on the date the new supplier starts to Supply that energy to you, as long as they are registered with the local metering point administration service as the supplier responsible for Supplying energy to your Premises; or

b) on the date you and we agree that your formal Supply agreement is considered to have started, as long as you enter into a formal energy-supply agreement with us.

4b2 if you no longer own, rent or use the Premises, the contract will end:

a) on the date you stop owning, renting or using the Premises, as long as you have given us at least two working days' notice of this, in writing (in your notice, you should specify the date you will no longer own, rent or use the Premises); or

b) two working days after we receive your notice, in writing, that you have stopped owning, renting or using the Premises; or

c) on the date we next read the meter at the Premises or on the date a new supplier begins to Supply the Premises, if you do not give us notice that you have stopped, or will soon stop, owning, renting or using the Premises.

4b3 if this contract ends validly under any other term of this contract, or if you break a term of this contract and we disconnect the Supply to your Premises or end this contract.

4b4 if Ofgem makes a 'Supplier of Last Resort' direction (when the regulator appoints another supplier to take over responsibility for our customers) or any other valid direction for your Premises, and this direction appoints a supplier other than us to provide the services.

You will still be legally responsible for paying our charges for providing the services – even if you no longer own, rent or use the Premises – until this contract ends under this clause (4b).

If we are providing you with more than one service, ending one service will not automatically end the contract for the other service (or services).

4c When this contract ends under clause 4b 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 we may need to bill you based on an estimated reading.

4d Unless this contract ends under clause 4b, this contract will continue to apply and you will still be legally responsible for paying all charges made under it until the contract ends.

4e By taking a Supply of energy under this contract, you are authorising us to suspend or stop the Supply of energy to your Premises in the following circumstances:

4e1 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;

4e2 you do not carry out any of your other responsibilities under this contract;

4e3 you break any of the Terms of this contract in a serious way or more than once (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);

4e4 we need to cut off your Supply of energy in line with any of the energy industry arrangements we work to;

4e5 there is a risk of danger to you or other members of the public if we continue the Supply;

4e6 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;

4e7 you have an administration order made against you or enter into a voluntary (or other similar) arrangement with your creditors and any one of the following conditions are met:
i) the insolvency office-holder consents to the termination of Supply; or
ii) a Court grants permission to terminate Supply if it would place us in hardship not to; or
iii) charges for your Supply that are incurred after entering into administration or voluntary arrangement are not paid within a period of twenty eight (28) days from the date such charges are due; or
iv) We give written notice to the insolvency office-holder that your Supply will be terminated unless the payment of charges in respect of the continuation of Supply after entering into administration or voluntary arrangement is personally guaranteed and the insolvency office-holder doesn't give that guarantee within 14 days of receiving our written notice;

4e8 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; and

4e9 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 this contract ends, or if we become entitled to suspend or stop the Supply of energy to your Premises under this 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.

4i You will be liable for all outstanding Green Deal charges that accrued from the date on which this contract commences until the date on which it ends. If you remain responsible for paying Green Deal charges, your responsibility will continue after this contract has ended and your new supplier will collect your Green Deal charges when they take over the Supply to your Premises.

4j If this contract is in place because we've been appointed by the industry regulator to take over from your previous supplier as a 'Supplier of Last Resort' and you had a credit balance with them, we'll honour it if we committed to do so before we were appointed. We may need to get in touch to check certain information before we do.

4k If you have a debt of more than £250, which is still not paid after 30 days, or if you repeatedly fail to make payments in line with any repayment plan we have agreed with you, or if we have not been able to resolve a complaint to your satisfaction, you agree, on an irrevocable basis, for your supply of gas and/or electricity to be transferred to another supplier and you provide us with your irrevocable consent to act as your fully authorised agent to enter (on your behalf) into a supply contract with such supplier. We will only exercise this right where the charges offered by such alternative supplier are less than or equal to the charges you have agreed with us and on terms that allow you to switch away from that supplier at any time without penalty.

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 can send a bill or statement at any time, or in accordance with your agreed Payment method.

5b We have the right to estimate consumption if we have not been able to collect all of 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 take into account adjustments to reflect typical seasonal changes in consumption and may include any meter readings you've sent us or we've taken for you, or the size of your Premises and how you use your energy.

5c If your energy meter is not read immediately before we start to Supply services under this contract, 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 date we start to Supply the services under this contract and ending with the earlier of the following dates:

5c1 the date the meter is first read after the date we start Supplying you; and

5c2 the date this contract ends. We may use that estimate to work out your charges for energy we Supplied during that period.

5d You agree to pay all of our charges, or any part of our charges that are not part of a genuine dispute, under each bill or statement (even if the amount is only an estimate of your consumption) when they become due. You must pay using the method you have agreed with us. 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. In accordance with our obligations under Standard Licence Condition 38 and the Green Deal Arrangements Agreement, if such outstanding charges include Green Deal charges then we will apply your payment in the relevant proportions due for the amount of Green Deal charges and charges for the Supply of energy in each case in accordance with the requirements of the Green Deal Arrangements Agreement.

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 don't pay in line with your Payment Method or payment frequency which you have agreed to at the time of entering into this contract, your contract may end or change. This could result in a change to your Payment method, payment frequency or charges or all.

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 3h). If this means we have to fit a prepayment meter, clause 2 will apply, and you may be charged 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 certain debts you owe us (which include unpaid charges for your Supply of gas and/or electricity). If this becomes necessary, this will be at a yearly rate of 4% above the Bank of England's base lending rate at the relevant time. We will apply this interest rate to the amount you owe us from the due date to the date we receive your payment in full as well as an administration fee of up to £30.

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 goods or services we have provided to you. This includes costs associated with disconnecting, reconnecting or replacing an energy meter (or both) in these circumstances.

5k If your contract ends and within 28 days or more from this end date 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).

5l If you choose to pay for your electricity/gas by making a fixed periodic Direct Debit payment then your payment amount will be reviewed from time to time to help ensure it is appropriate to your energy use. While we may review your payment more frequently in some circumstances, we will only usually review it once a year. This will be the case even where we receive meter readings or other relevant information more frequently. By choosing to pay in this way you agree to this.

5m If you are being Supplied at Green Deal Premises with effect from 1 March 2013 or, if later, once we start Supplying your Green Deal Premises, we will collect Green Deal charges from you through your bill or statement.

5n It is a requirement that you must pay for Green Deal charges by the same Payment Method as you pay us for your energy Supply and you cannot choose to pay for your Green Deal charges by a different method.

5o If you are a Micro Business the following provisions will apply to you. We will give you a bill or statement at least once a year, but we may send you a bill or statement at any time, or in line with your agreed payment method and communication preferences. We will charge you 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

c) any other circumstance applies which our regulator confirms that we may seek to recover charges relating to consumption that is are older than twelve months.

5p 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 or AMR Metering, allowing us to use it to take regular meter readings from you;

(b) allow any meter reader or other EDF representative free and unimpeded access to read your electricity and/or gas meter, at least once per year (provided that we may choose not to schedule visits this frequently);

(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 us;

(e) letting us know if you are not receiving bills at least once a year;

(f) telling us if you think there is a problem with your meter;

(g) if you have a prepayment meter, making sure you only use the key or card we have issued to you to top it up;

(h) 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 correctly 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 293,000 kWh of gas a year; or
- consumes less than or equal to 100,000 kWh of electricity a year; or
- has fewer than ten employees (or their full-time equivalent) and an annual turnover or annual balance sheet total not exceeding €2,000,000.

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 may stop Supplying the services after giving you reasonable notice. If we do this, clause 4g will apply.

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:

6b1 within 14 days if, during the previous full year, you have paid all our bills or statements within 28 days of the date of each bill or statement; or

6b2 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.

7 Limits of 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 otherwise excluded by this clause 7, and except as set out in 7e below, we will only be liable to you for up to a maximum 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 any other liability that cannot be excluded by law.

7f This clause 7 will apply even after this contract has ended. As far as this clause 7 it excludes or limits liability, it will take priority over any other term of your contract (or contracts) for any services.

7g Each of the subclauses 7a to 7g of this clause is a separate limit to our liability and will apply if, for any reason, one or more of these Terms is found not to be valid or to be unreasonable. Also, each subclause will continue to apply after the 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, 4 More London Riverside, London, SE1 2AU. 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 in appendix 2 to 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 post it 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 Deemed Contract Schedule of Charges, the information policy 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 the duties under our energy-supply licences or any other relevant industry arrangement 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 This contract is governed by English law any disputes (whether contractual or not) shall be heard exclusively in the courts of England and Wales.

10o 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 **0330 912 9959** and we will post a copy to you.

11 Summary of Key Terms

11a Our full name is EDF Energy Customers Ltd, registered office: Nova North, 11 Bressenden Place, London, SW1E 5BY, incorporated in England and Wales (Trading as EDF).

11b The services to be provided under this contract are the provision of gas and electricity Supply, and all associated services required in the course of providing such Supply (e.g. metering, customer services, billing etc). Other services are available from EDF (e.g. a range of Energy Services including the Supply and installation of energy efficiency measures) and, unless otherwise agreed with us, these will be provided under the Terms of a separate contract.

11c In order for us to be able to Supply you your Premises need to be connected to relevant Local Network Operator's and/or Gas Transporter's network. If your Premises are not currently connected to the relevant Local Network Operator's and/or Gas Transporter's network please contact us on **0330 912 9959**# and we will explain the process for connection and when that connection will take place.

11d Up to date information on all our applicable tariffs, and any other charge we might apply in relation to ancillary services, are available on request if you contact us on **0333 912 9959**#. You can see a copy of other charges we might apply in relation to ancillary services by visiting a page on our website at **edfenergy.com/smallbusiness/tariffs/terms-conditions**

11e This Supply contract is evergreen, which means it will continue until such time as it is terminated in accordance with its Terms, following which to receive a further Supply a new Supply contract will need to be entered into with us. Any supplies that take place during any period where there is no contract in place between us will be subject to our deemed Terms of Supply published in accordance with the provisions of the Gas Act 1986 and Electricity Act 1989, each as amended from time to time.

11f For information on how to make a complaint about any of our services, please see the end of these conditions.

12 Additional Conditions if you have an EDF Supplied Smart Meter

Your new Smart Meter and the display unit if you have one are an upgrade to your existing meter. By accepting this display unit and new Smart Meter, you agree to the following extra Terms and Conditions.

12a Unless otherwise agreed by us, we or our agents will own the Smart Meter and display unit provided by us or on our behalf at all times. If you move house, you must leave the meter and display unit in the Premises.

12b You agree that we may use the Smart Meter to manage your gas and electricity Supply without needing to visit your home. This includes reading the meter, monitoring the energy you use, repairing and updating the Smart Meter, switching the Smart Meter from credit to prepayment and disconnecting your Supply (in the circumstances set out in this contract).

12c Given that your energy charges will vary depending on your chosen product from time to time, and changes in energy charges over time, the information displayed on any display unit linked to your meter may not always be fully up to date and therefore is for guidance only and should not be relied upon as the definitive position.

12d We can use the information from the Smart Meter so that we can send you a bill, offer you the most appropriate tariffs and energy-saving products and for the other purposes set out in the Information policy below. You will let us collect this information while we Supply your electricity or gas (or both).

12e You must take reasonable care to make sure you do not damage or interfere with the display unit. If you do not, you will have to pay our agents' reasonable costs for visiting your Premises and any work that we or they carry out to the display unit or other equipment.

12f You must tell us straight away if there is any damage, a fault or other problem with your display unit, or if you think it has been tampered with or if there are any changes to the display unit which may stop it from getting information from the Smart Meter (for example, if you carry out building work that may impact on communication between the two devices and/or us).

13 Making a complaint

Details of our complaint handling procedure can be obtained at **edfenergy.com/sme-complaints** Or call us on **0330 912 9959** Monday to Thursday 8am to 6pm and Friday 8am to 4pm to request a free copy by post.

14 Feed In Tariffs

EDF is a Mandatory Licensed Supplier of the Government's Feed-In-Tariffs scheme (FITs). This means we must register and make FITS payments to:

- Our own electricity customers
- An electricity Supply customer of a Licensed Electricity supplier who is not a mandatory FIT licensee
- A generator with an eligible installation on a site not connected to the grid for import.

For more information, or if you think you might qualify for FITs payments because your business has renewable generation technology, please call our FITs team on **0333 009 7009**.

15 Direct Debit rules

Direct Debit is an easy way to pay for your energy and helps you budget for your bills. It's good value too – because you'll benefit from a lower unit rate for your energy.

Budget Direct Debit

To pay using our Budget Direct Debit plan we first need to agree a fixed amount to cover your energy costs.

Reviewing your Direct Debit payments

How we calculate your Direct Debit

We estimate how much we think you'll spend on your energy 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 debit 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.

If you want to pay your amount in full Direct Debit whole amount every month or every three months - how it works

- Every month/three months 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.
- We'll 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 give 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 premises 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 online or through our 'no queue' telephone service any time you like. Just call **0330 912 9959**. 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 and 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 **www.edfenergy.com/smepaygpolicy** or to request a copy contact us on **0330 912 9959**. 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 **www.edfenergy.com/smepaygpolicy**

Appendix 1 – Deemed Contract Schedule of Charges

To see our Deemed Contract Schedule of Charges (as amended from time to time) visit **www.edfenergy.com/dt**

Appendix 2 – Information policy

We are committed to respecting your rights to privacy and this information policy explains how we will use your data in order to process your personal data in connection with the Supply of energy and in connection with Green Deal if you are Supplied at Green Deal Premises:

1 You agree to promptly give 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; and

g) transfer your account to another supplier, when your energy account with us ends.

h) help run, and contact you about improving the way we run any accounts, services and products we have provided before, now or in the future;

i) create statistics, test computer systems, analyse customer information and use it to tailor offers to you which we believe will be of particular interest to you (including using information about what you buy from us and how you pay for it);

j) take part in a government or an industry group project or data-sharing initiatives, for example, those designed to tackle fuel poverty, improve energy efficiency or otherwise promote recognised social and/or consumer interests;

k) help prevent and detect debt, fraud and loss;

l) help train our staff;

m) as part of the process of selling one or more of our businesses; and

n) collect Green Deal charges from your bills if you are Supplied at Green Deal Premises.

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 jointly holds an 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 (other organisations may use these records for the same purposes);

c) trace and recover debt from you (if you owe us money), prevent fraud, and manage your accounts or insurance policies; and

d) 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 your Premises are Green Deal Premises and you are a Data Subject (as defined in the Data Protection Act 1998), 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 collecting your Green Deal charges and sharing your data with third parties in order to meet the requirements under your Green Deal plan. We may be required to disclose your personal data to the participants in the Green Deal plan and other third parties including the Secretary of State, regulators and other law enforcement bodies.

Where data transfers take place we will ensure that all third party processors apply adequate safeguards. A full list of the parties who will process personal data in relation to Green Deal is available from the Panel Secretary appointed by the Secretary of State.

6 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 **0330 912 9959**. 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.

#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.

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