REFLECTIVE

Electricity Terms and Conditions for Business Customers

Version 1 effective from 12/05/2016

EDF ENERGY

1 Supply

1.1 We will provide Supply to a Supply Point from its Expected Supply Start Date until the Term ends as long as:
- we are able to complete Registration of it, if we are not already Registered; and
- you meet and maintain the Connection Conditions; and
- if it is an Unmetered Supply Point, we have a copy of its current valid Unmetered Supplies Certificate.

1.2 If we need to Register a Supply Point, we will complete Registration within 21 days of the date we have accepted your signed contract to Supply it, unless:
- you have asked us not to proceed, and we have agreed, or we have agreed a later Expected Supply Start Date for it; or
- we are unable to for any reason beyond our control, including where another supplier has objected to our Registration, or we are unable to obtain all the information we require; or
- the Supply Point requires a suitable metering arrangement or connection to an Exempt Distribution System,

in which case we will complete the Registration as soon we are able to (except where we have agreed not to), and we may vary any of the Fixed Basis charges as a result.

1.3 If we cannot Register a Supply Point for any reason, you ask us not to complete its Registration, or you breach a Connection Condition (even if the breach occurs prior to us completing its Registration), we may:
- remove the Supply Point from the Agreement and may also take any combination of the following actions: charge you a Supply Point Removal Charge (if the removal happens before the Earliest Termination Date); De-energise or Disconnect the Apparatus or Metering at the Supply Point if we are already its Registered supplier; vary the Fixed Basis charges of the remaining Supply Points in accordance with provision 9 (Variation); or
- terminate the Agreement and in addition may also take either or both of the following actions: charge you an Early Termination Charge (if the termination happens before the Earliest Termination Date); De-energise or Disconnect Apparatus and Metering at any Supply Point we have already Registered.

1.4 The Contract Information Pack will show the anticipated Electricity Source of the Supply that will apply until the Earliest Termination Date.

2 Connection Conditions

2.1 The Connection Conditions are that:
- throughout the Term, you will use each Site for a business purpose, and you:
  - have the authority to fulfil the requirements and obligations of the Agreement; and
  - will satisfy the conditions of the Industry Agreements that apply to you, or that you must meet to enable us to provide your Supply, and you will not do anything that leads us or you to breach any obligations under them; and
  - will provide a parent company guarantee, letter of credit or Credit Support if we ask, and pay in advance in accordance with provision 10 (Credit Support and Advance Payment) if we require you to; and
  - will take all necessary steps, at your cost, to maintain the safety and adequacy of your electrical equipment; and
  - must tell us at least 7 working days in advance of any material change to the pattern or amount of Supply you expect to consume at a Supply Point, including any shutdown, holiday, or change of working pattern; and
  - have formally agreed we may Register all the Unmetered Supply Metering System Identifiers that appear on a particular Unmetered Supply Certificate at the same time; and
  - will write to tell us if a Site is connected to a private network that is, or is capable of providing an onward supply of electricity to a third party premise (a **"downstream customer"**). You must promptly obtain and provide us with the written agreement of each downstream customer to pay our Extended Supply Charges for any electricity we supply their premises, following termination of this Agreement or the De-Energisation or Disconnection of the Metering or Apparatus at a Supply Point; and
- for a Supply Point, throughout the period we are its Registered supplier, you:
  - will promptly provide any information we request so that we can provide Supply; and
  - will meet the metering requirements of provision 3.1 (Metering Equipment), and will have Metering installed if it is required by an Industry Agreement; and
  - agree that in accordance with Schedule 7 of the Act, whenever we consider it appropriate, we may prepare any invoice using a Meter Reading taken from a Meter that is not certified; and
  - will ensure that if the Supply Point is connected directly to a:
    - Distribution System, you have a Connection Agreement in place with the relevant Distribution Network Operator or otherwise you authorise us to enter into one with them on your behalf, where you agree to be bound by the National Terms of Connection, as described in provision 16.9; and
    - Transmission System, a Bilateral Connection Agreement is in force with the Transmission System Operator; and
  - authorise us to enter into any Agent Services Agreements we deem necessary, with Agent Services Providers on your behalf, which you will be bound by (whether the Agent Services Agreement is arranged by you or us); and
  - will ensure we remain Registered (until the Supply Point is legitimately removed from the Agreement); and
  - will tell us if you have, or intend to, De-energise or Disconnect the Metering at it; and

– will not provide Balancing Services or Demand Side Response unless we approve; and
– will not receive electricity from a third party; and

- for an Unmetered Supply Point, you must (also):
  – at the time you enter into the Agreement, write to tell us the owner, location and address of each piece of Apparatus connected with it. You must write to tell us in advance of a change to any of that information; and
  – inform us before connecting any additional Apparatus to it (which must also be authorised by the relevant Unmetered Supplies Operator in advance); and
  – provide us a revised Unmetered Supplies Certificate no later than 14 days after a change is made to it; and
- you must write to tell us immediately if you think you will breach, or you do breach any Connection Condition.

3 Metering and Equipment

3.1 Metering Equipment

3.1.1 There are certain metering requirements you must meet for each Supply Point at your cost:

- there must be correctly commissioned and functioning Metering which we are able to access, that will accurately measure Supply at the correct Measurement Class (except for Unmetered Supply Points that do not require an Equivalent Meter under the Industry Agreements); and
- the Metering is always compliant with the Industry Agreements, and can provide Meter Readings that allow us to charge you according to the Billing Cycle and price structure set out for it in the Contract Information Pack.

If a Meter replacement, installation or modification is necessary, or we take an action to make you compliant with this provision, you must pay us any resulting cost we incur if we ask, which we will include in any invoice.

3.1.2 If either of us become aware or suspect that a Meter is or maybe operating inaccurately, we can arrange for it to be inspected by a Meter Operator, a Meter Examiner, or both, to determine whether it is operating within the tolerances prescribed in the Industry Agreements. If we ask, you must pay the cost of an inspection, which we may require you to do in advance. If the Meter Operator or Meter Examiner confirm the Meter is operating inaccurately, you will not be required to pay for the inspection, and we will reimburse you any amount you have already paid us for it, but you will be required to pay for the costs connected with any installation of new or replacement Metering. If it is found that as a result of an inspection you have overpaid an amount, we will seek to recover it on your behalf under the Industry Agreements. Alternatively, if there has been any underpayment, we will confirm the amount and the period over which you must repay it.

3.1.3 If the Available Capacity of a Site or Supply Point changes, you must promptly write to tell us.

3.1.4 We will write to tell you if we require you to have new Metering, because:

- a Supply Point requires Metering compliant with Code of Practice Five of the BSC (and associated communication links) to be installed; or
- a Supply Point with a Profile Class of '05', '06', '07' or '08' does not have AMR Metering, in which case you must have AMR Metering installed within 3 months of our request; or
- it is a requirement of an Industry Agreement or an industry mandate.

If you fail to comply with our request, we may arrange for our preferred Meter Operator to install the new Metering and appoint our preferred Agent Services Providers to provide the necessary Agent Services. You must pay the capital cost of the new Metering if we ask, which we may require at the time of installation.

3.1.5 If you intend to install new Metering at a Supply Point whether or not we have requested you do, you must write to tell us the expected date of installation in advance, and inform us of any Agent Services you have arranged Agent Services Providers to provide it.

3.1.6 We may carry out a Change of Measurement Class on an AMR Meter with a Profile Class of '05', '06', '07' or '08', in order to settle the Supplied Electricity consumed at it on a half hourly basis.

3.1.7 If there is any change affecting your Metering or the Available Capacity at a Supply Point, including any change described in this provision 3, we may vary the Fixed Basis charges and the type and amount of any Metering Agent Charges you are due to pay us for its Supply in connection with provision 9 (Variation).

3.2 Meter Reading

3.2.1 When we Register a Supply Point with NHH Metering we may ask you for its Meter Reading, which you must provide to us as soon as possible and no later than 14 days after its Supply Start Date.

3.2.2 If you have contracted directly with a Data Collector, you must ensure we are provided with Meter Readings at the frequency and times we specify.

3.2.3 If we do not have all the Meter Readings we require, we may seek our own Meter Readings at your cost, in order to prepare invoices.

3.2.4 We may remotely collect Meter Readings from any Smart Metering and AMR Metering at a Supply Point more than once a month, for a period of less than a month, where we are permitted to do so in accordance with Industry Agreements, or where you have agreed that we may do so.

3.2.5 We will operate a Smart Meter as a traditional NHH Meter whilst we cannot remotely collect Meter Readings from it.

3.3 Agent Services

3.3.1 If you have arranged for a Supply Point to be provided with any Agent Services, you must write to tell us who you intend the Agent Services Providers to be at least one month before you require their services to commence. We expect you to arrange the necessary Agent Services Agreements with Agent Services Providers for Supply Points with HH Metering or AMR Metering.

3.3.2 If, for a Supply Point:

- you don't tell us about a contract you have in place with an Agent Services Provider; or
- we do not wish to appoint an Agent Services Provider you have requested for whatever reason, even if you have an Agent Services Agreement in place with them; or
- you do not have all the Agent Services Agreements in place to deliver the necessary Agent Services at the time they are required,

we will appoint Agent Services Providers on your behalf to provide the necessary Agent Services, where possible taking into account any preferences you have raised.

3.3.3 Throughout the Term, you must ensure that each Agent Services Provider with whom you have an Agent Services Agreement (to provide an Agent Service to a Supply Point):

- is qualified under the relevant Industry Agreements and meets any requirement we specify in relation to the standard, condition and timing of the service they provide; and
- promptly provides us with any information we require, to be able to provide the Supply in connection with our obligations under the Industry Agreements.

If we become aware that this condition is not satisfied, we may appoint a replacement Agent Services Provider and you must pay any resulting cost.

3.3.4 You shall pay us for the costs we incur or agree to pay on your behalf in relation to the appointment of Agent Services Providers for the Supply Points, and the Agent Services they provide in relation to those Supply Points, including the cost of any additional or optional services you choose to take or we require you to take from them. We will include the costs in any invoice we issue to you.

3.4 Right of Access

3.4.1 If we ask, you must provide us, our invitees, contractors, representatives, agents and the Agent Services Providers, safe and unrestricted access to:

- the Metering at each Supply Point; and
- the location of any Apparatus connected with an Unmetered Supply Point; and
- any location to enable us to operate the Agreement, even if we are not providing Supply to the location.

3.4.2 If you have a specific security or safety requirement in relation to our access, you must tell us in advance of our visit, and we will comply with any reasonable request.

3.4.3 If a visit has been arranged with you and you refuse access, you must pay us any reasonable charges or costs we incur or suffer as a result.

3.5 De-energisation and Disconnection

3.5.1 In certain circumstances, we may De-energise or Disconnect Apparatus at an Unmetered Supply Point or Metering at a Supply Point, which we have Registered. The circumstances are that:

- one or more Supply Points are removed under provision 11.2 (Removal), at which point we may De-energise or Disconnect the Apparatus or Metering at them; or
- an event described in provision 12 (Ending the Agreement) arises, at which point we may De-energise or Disconnect the Apparatus at any Unmetered Supply Point or any or all of the Metering at the Supply Points; or
- the Metering at a Supply Point is De-energised for at least 3 months, at which point we may Disconnect it; or
- the Industry Agreements require us to De-energise or Disconnect the Apparatus at an Unmetered Supply Point.

3.5.2 We will not Re-energise or Re-connect any Apparatus at an Unmetered Supply Point or the Metering at a Supply Point until we are satisfied you have remedied the cause of the De-energisation or Disconnection, and taken any other action we request of you as a result (which may include paying an amount we request in connection with any cost we incur relating to De-energising, Disconnecting, Re-energising or Reconnecting it, or that we incur during the period of its De-energisation or Disconnection).

4 Electricity Source

4.1 The Electricity Source will apply to the amount of Supplied Electricity, unless for any periods we decide, we have provided you with more electricity than we expected to and we choose to provide the extra electricity from a Standard Energy source. The amount of electricity we expect to provide you in a period will be the portion of the Total Forecasted Consumption at the Supply Points that we think is attributable to that period.

4.2 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.

4.3 If your Electricity Source is backed by an amount of Blue for Business Energy, then the following declaration will apply: For each disclosure period corresponding in whole or part with the period starting on the Earliest Supply

Start Date and ending on the Earliest Termination Date, the amount of electricity supplied by us that is generated from a nuclear source will not exceed the amount of electricity for which we hold (or will hold) Generator Declarations. The term 'disclosure period' has the meaning defined in the Electricity (Fuel Mix Disclosure) Regulations 2005.

5 Indirect Tax Relief and Exemption

5.1 There are some indirect taxes that we must collect from you by law if they are applicable to the Supplied Electricity you consume, including Value Added Tax (VAT) and Climate Change Levy (CCL). If you are entitled to VAT or CCL relief in connection with the Supply, before we apply the relief, you must provide us with any information we request so that we are able to verify your entitlement to it, and in addition a completed, current and valid:

- VAT Certificate of Declaration, specifying the Meter Identifiers that are connected with a Supply Point entitled to a reduction in the amount of VAT payable (and equivalent reduction in the amount of CCL payable), and we may only apply a reduction for periods a Meter Identifier is Energised; and
- a PP11 certificate for each Meter Identifier connected with a Supply Point that is entitled to a reduction in the amount of CCL payable, except where we have accepted a VAT Certificate of Declaration for those Meter Identifiers, where we will apply the reduction automatically,

and you must write to tell us as soon as you become aware that your entitlement to relief will change during the Term, and provide us with the effective date of the change, a revised PP11 or VAT Certificate of Declaration (as relevant), and any other information we ask for. We may only apply the change once you have provided all the information we need.

5.2 Except where a PP11 you have already provided to us is revised to reflect an increased entitlement to CCL relief, if you ask us, we will be able to apply the relief set out in a valid VAT Certificate of Declaration or valid PP11 you provide to us, from the later of:

- the date we receive it from you; or
- the date it became valid; or
- the date we started to provide Supply to the Supply Point.

We will not be liable to you in any way if we do not apply the relief earlier for any reason.

5.3 If we become aware that we have not invoiced you the correct (or any) amount of VAT or Climate Change Levy within a period of 4 years of the date of an invoice, we may retrospectively alter the amount within any invoice we issue within that period.

5.4 You are responsible for:

- any inaccuracy or omission in each VAT Certificate of Declaration and PP11 you provide to us; and
- payment of the correct amount of VAT and Climate Change Levy, and payment of all amounts we invoice you in connection with it (including after expiry of the Term).

6 Exemptions for Energy Intensive Industries (EIIs)

6.1 If you provide us with a current and valid EII certificate that may qualify you for a reduction or exemption from the cost of CfD at a Site, we may apply the reduction or exemption until the certificate expires. We may request you to provide us with additional information before we apply this.

6.2 If we agree to apply an EII Exemption for a Site, we will decide the value of the reduction and how and from what date we will apply it, (which will not be retrospectively, and may not be before the beginning of the Billing Cycle Period for the Site's Supply Points, following the next complete Billing Cycle Period after we receive the Site's EII Certificate).

6.3 You must immediately write to tell us of any change to a Site's EII status, and provide us with a revised EII Certificate for it (if one exists) as soon as possible.

6.4 If we become aware that you should not have been credited an amount of an EII Exemption, you must reimburse us, and we will include the amount in any invoice we issue, even after expiry of the Term.

7 Green Deal

7.1 The owner or occupier of a Site with an active Green Deal Plan is responsible for paying the Green Deal Charges for the plan. We will invoice and collect Green Deal Charges on behalf of the Green Deal Provider whilst the Green Deal Plan is active, in relation to the period the Supply Points are Registered to us, even where no Supplied Electricity is consumed.

7.2 If an invoice that contains Green Deal Charges is not fully settled, we will use a proportion of any amount received (from the owner or occupier of the Site,) to offset the Green Deal Charges. The proportion will be equal to the ratio of the Green Deal Charges included on the invoice compared to the total amount of the invoice. If a Site has an active Green Deal Plan, we will not group the Supply Points at the Site together with other Supply Points onto a single invoice.

8 Charges, Invoices and Payment

8.1 Charges and Invoices

8.1.1 We aim to send you the invoices we produce by the 12th working day of the month. The frequency we will send an invoice for a Supply Point will depend on its Billing Cycle, and invoices will include:

- the Charges for the Supplied Electricity consumed in the previous Billing Cycle Period; and

- any Metering Agent Charges we have agreed to pay or have paid Agent Services Providers on your behalf; and
- any TNUoS Prepayment we require you to make as described in provision 8.1.3; and
- any Climate Change Levy and Value Added Tax that we believe is payable by you,

and any of the following:

- any Tolerance Charge calculated in accordance with Schedule B; and
- any amount we are entitled to invoice in accordance with provision 8.1.5; and
- any CfD Mutualisation Amount; and
- any CM Mutualisation Amount; and
- any FIT Mutualisation Amount; and
- any RO Mutualisation Amount; and
- fees we are asked to include by a third party intermediary you use; and
- our charges for paying and managing any cost or charge on your behalf in connection with the Supplied Electricity; and
- any amount in relation to the cost of Available Capacity at a Site or Supply Point we incur because your consumption of Supplied Electricity has exceeded the level agreed with the relevant Distribution Network Operator or Transmission System Operator (including any resulting loss or liability we incur or suffer), or that we have undercharged you because we have been provided an inaccurate view of the Available Capacity, or because you failed to tell us it changed; and
- any amount we determine we have undercharged you because at the time we calculated the Fixed Basis charges for an Unmetered Supply Point, we based them on an inaccurate or out of date Unmetered Supplies Certificate provided by you or an Unmetered Supplies Operator; and
- any other amount we are entitled to charge you under the Agreement.

8.1.2 Wherever we can, we will calculate Charges for a Supply Point with Metering using consumption data recorded by the Metering, but where unavailable or we suspect it is wrong, we will use our reasonable estimate of the pattern and amount of electricity we think has been consumed. For an Unmetered Supply Point that does not require Metering, we will establish the Charges payable using consumption information on its Unmetered Supplies Certificate and the Industry Agreements. If we prepare an invoice for an amount of consumption that is later revised (because actual consumption data becomes available, consumption data is amended by a Data Collector, or an Unmetered Supplies Certificate is revised), we may recalculate the Charges payable, and include any resulting credit or debit in a later invoice.

8.1.3 **Transmission Network Use of System Charges**

If the Contract Information Pack indicates Transmission Network Use of System Charges are charged on a Pass Through Basis, you must pay our estimate of those charges for each whole or part Triad Period within the Term, before they are actually known. For a Site we will:

- charge our estimate of the Transmission Network Use of System Charges for a Triad Period via the invoices for the Supplied Electricity consumed between the April before the Triad Period and the March following it, (and the amount for it charged on each particular invoice is known a **"TNUoS Prepayment"**); and
- for a Triad Period, reconcile the TNUoS Prepayments you make against the actual amount of the Transmission Network Use of System Charges after they are known, and we will include any resulting credit or debit in any invoice.

If the Term ends before a Triad Period begins and you have made payments towards the Transmission Network Use of System Charges for that Triad Period, we will refund those payments in any invoice, except where we decide to hold on to the payments because the Site remains owned or occupied by you and the Supply Points at it remain Registered to us.

8.1.4 **Tolerance Charge**

If the amount of Supplied Electricity you consume in a Relevant Period at your Tolerance Supply Points varies from the amount we expected you to consume by more or less than the Volume Tolerance Threshold set out on the Contract Information Pack, we may charge you a Tolerance Charge, but not in relation to Supplied Electricity you consume after the Earliest Termination Date.

8.1.5 **CfD Charge, CM Charge, FIT** and **RO (**each a **"Reflective Pass Through Charge")**

- This provision is relevant to those Supply Points with HH Metering and Equivalent Metering that have a Profile Class '00' or that are directly connected to the Transmission System (the **"Relevant Supply Points"**).
- We will charge you for each Reflective Pass Through Charge as follows:
  - the unit rates of the Relevant Supply Points' Fixed Basis charges incorporate (amongst other things) a rate, that we notify you of, and which we set to recover (within the invoices for the Supplied Electricity,) our estimate (at the time we set the rate,) of the total actual amount of the Reflective Pass Through Charge we think will be incurred for the total amount of Supplied Electricity we expect you will consume at those supply points; and
  - at any time and on any number of occasions (including after expiry of the Term), in relation to the total amount of Supplied Electricity we expect you to consume at the Relevant Supply Points in the Reconciliation Period, we may:

– update our view of the total amount that we expect to invoice you in connection with the rate of the Reflective Pass Through Charge incorporated within the unit rates of the Relevant Supply Points' Fixed Basis charges, (the **"Estimated Amount"**); and
– determine our view of the total actual amount of the Reflective Pass Through Charge that will be incurred, (the **"Actual Amount"**); and
– we may include the amount (in Pounds) which in total equals the Actual Amount minus the Estimated Amount (the **"Adjustment"**), net of any Adjustments already invoiced, in any invoices, (if the total is a negative amount, we will credit it to you). If we do, we will explain how and over what period you must pay, or we will credit you (as the case may be, and which may be after expiry of the Term), and we will not change the rate of the Reflective Pass Through Charge included within the Fixed Basis charges.

- We will calculate any Estimate and Actual using published information, published charges and consumption data recorded by the Relevant Supply Points' Metering, (as the context requires), but where unavailable, not yet available, or we suspect there is an error, we will use our own reasonable estimate which will be binding on us both. We may (but will not be obliged to) update our view of those amounts (even retrospectively) if any data, published information, amount invoiced or the amount of Supplied Electricity used in their preparation is revised.

8.2 Payment

8.2.1 You must:

- settle the total amount of each invoice we issue in a single payment of cleared funds according to the Payment Terms we have agreed, without any deduction; and
- pay the correct amount of Value Added Tax in relation to the invoices.

8.2.2 You can write to us to dispute an invoice within 90 days of the invoice date. If we agree that an amount should not be payable by you in relation to a Supply Point, we will credit the amount to you in the next invoice we issue for it.

8.2.3 If you fail to fully settle an invoice on time:

- we will treat the unpaid amount as a debt in its own right which will accrue interest at the Interest Rate compounded annually from the date the amount became due, until the date we are in receipt of full payment in cleared funds. We may make other charges in relation to a debt which you must pay on our request, including:
  – any debt recovery costs we incur;
  – any and all payments recoverable under the Late Payment of Commercial Debts (Interest) Act 1998;
  – an administration fee of no more than £100;
- and if you usually receive a single invoice in relation to multiple Supply Points, we may elect to prepare and issue you a separate invoice for each subsequent Billing Cycle Period.

8.2.4 We may set off any amount we:

- receive from you against any amount you owe us or any of our Group Companies; and
- any of our Group Companies owe you against any amount payable by you.

This applies to any amount payable or owing by you, even if the amount is unrelated to the Agreement.

9 Variation

9.1 In certain circumstances we may (but will not be obliged to) vary the Fixed Basis charges, or add or amend a provision of the Agreement. If we do, we will write to tell you the date any change will take effect and we will not increase the Fixed Basis charges by more than the additional cost we expect to incur in relation to your Supply that we are not already entitled to charge on a Pass Through Basis. These circumstances are:

- we agree a variation between us in writing; or
- we are unable to complete Registration of a Supply Point by the later of the Earliest Supply Start Date or its Expected Supply Start Date, because of something you have done or fail to do; or
- the Fixed Basis charges for a Supply Point include an:
  – Availability Charge based on an incorrect Available Capacity because for whatever reason we held the wrong Available Capacity at the time we prepared those charges, or it has since changed; or
  – amount for:
    – Distribution Use of System Charges (DUoS); and/or
    – Transmission Network Use of System Charges (TNUoS),
    that was published as being final and applicable in relation to a specific period at the time we agreed those Fixed Basis charges, but subsequently the final applicable DUoS or TNUoS charges (or both) are varied for any of that specific period; or
  – amount for Green Deal Charges, and those Green Deal Charges are varied; or
- a Supply Point is added, replaced, Re-energised or Re-connected, or its voltage, Measurement Class or Profile Class is amended; or
- a Meter Identifier is added to a Supply Point; or
- there is a change to any Apparatus connected with an Unmetered Supply Point, or the Unmetered Supplies Certificate for it is revised; or

- the same Fixed Basis charges apply to a group of Supply Points and any of those Supply Points, but not all, are removed from the Agreement; or
- information you or an Agent Services Provider provides is incorrect or incomplete; or
- a new or alternative Agent Services Provider is appointed to provide an Agent Service; or
- an Industry Agreement or other arrangement is changed, or a direction is received from the Government or the Authority after the date of the Agreement which creates or amends an obligation or cost that has a direct or indirect impact on the Supply or how we provide the Supply; or
- we incur a cost in association with our obligations under the CfD Payment Regulations, the CM Payment Regulations, or in relation to Part 2 of the Energy Act 2013, including costs we incur in connection with providing collateral to the Low Carbon Contracts Company; or
- Force Majeure causes our electricity purchase agreements to be wholly or partly suspended or terminated; or
- there is a change to any statutory levy, charge, tax, tariff or similar or any new statutory levy, charge, tax, tariff or similar or new levies/taxes are introduced.

10 Credit Support and Advance Payment

10.1 If a Material Adverse Change occurs, or you fail to settle an invoice on time on consecutive occasions, we may take any combination of the following actions, not necessarily at the same time:

- change your Payment Period;
- require you to make payments for your Supply in advance;
- ask you to provide Credit Support.

We may take similar action if you fail to settle an invoice, either by CHAPS within 2 days of the payment due date if your Payment Method is Direct Debit, or otherwise within 14 days of the due date.

10.2 **Conditions of Credit Support:**

- **Amount:** We will not ask you to provide an amount of Credit Support in excess of our estimate of the amount of your invoices for any consecutive 3 month period;
- **Payment:** You will need to provide Credit Support to us within 7 days of our request, otherwise we will consider you to have committed a material breach and we may terminate the Agreement and may in addition take either or both of the following actions: charge you an Early Termination Charge (if the termination happens before the Earliest Termination Date); De-energise or Disconnect Apparatus and Metering at any Supply Point we have already Registered;
- **Use:** We may use Credit Support provided by you to settle any invoice overdue by 14 days or more. If we do, we will tell you and you must top-up the Credit Support to the amount we originally requested within 7 days;
- **Repayment:** We will return Credit Support as soon as we are able after the end of the Term provided all amounts due to be paid by you (that we know about at that time) have been settled;
- **Interest:** The balance of any Credit Support you provide in cash, excluding any amount HM Revenue and Customs require (because of a tax law) and any amount you owe us, will accrue interest at the Bank of England's annual base lending rate. We will pay any accumulated interest at the time we return the Credit Support to you.

10.3 **Conditions of Payments in Advance:**

- **Amount and payment:** If we ask you to pay for Supply in advance, we will explain the action you must take including the amounts you must pay, and you must take any course of action we request of you during the period we expect you to pay in advance.
- **Reconciliation:** We will reconcile the payments for the Supply you make in advance against the actual amounts payable, at and for intervals we choose, and we will include any resulting credit or debit in any invoice.

11 Supply Point Addition and Removal

11.1 Addition

11.1.1 You can write to us to request we add a supply point to the Agreement at least 20 Working Days before you would like it to start receiving Supply. If we approve your request, we will agree the Expected Supply Start Date, and the terms of the Agreement will apply to it from the time we agree its Charges in writing.

11.1.2 You must write to tell us at least 20 Working Days in advance of a new Meter Identifier at an existing Supply Point and whether you would like it to be added to the Agreement. We will tell you if we require it to be added, even if you have not asked that we do.

At the point we approve or request the Meter Identifier is added, the terms of the Agreement will apply to it, and we will write to tell you the Fixed Basis charges that will apply and any that will be varied (in accordance with provision 9 (Variation)) as a result.

11.2 Removal

11.2.1 You cannot remove a Supply Point from the Agreement, either:

- prior to the Earliest Termination Date; or

- after the Earliest Termination Date, unless you agree a new contract with us for Supply to the Supply Point, or you arrange for another Supplier to Register it and we have no reason to object.

11.2.2 We:

- may remove a Supply Point from the Agreement if you:
  - fail to meet or maintain the Connection Conditions in relation to it; or
  - make any change to its Metering or any Apparatus connected with it; or
  - make a change that impacts its connection to the Transmission System or Distribution System; and
- may remove the Supply Points at a Site from the Agreement with effect from the later of the date:
  - you will no longer own or occupy the Site or the owner of any piece of Apparatus at it changes, as long you give us advance notice, or
  - we become aware you are no longer in ownership or occupation of the Site or any piece of Apparatus at it after the time you disown it or move out,

  and in relation to any Supply Point that is removed:
  - where we are already its Registered supplier, we may also take action to De-energise or Disconnect its Apparatus and Metering as described in provision 3.5.1; or
  - we may not complete Registration of it if we have not already done so at the time of its removal.

11.2.3 If a Supply Point is removed from the Agreement:

- and the removal date is prior to the Earliest Termination Date, we may charge you a Supply Point Removal Charge, which we will include in any invoice; and
- we will write to tell you if any Fixed Basis charges (for the remaining Supply Points) will be varied as a result (in accordance with provision 9 (Variation)); and
- you must pay any amount we invoice in connection with the Supplied Electricity consumed at it prior to the date of its removal, even if we send the invoice after expiry of the Term.

11.3 Actions on a Change of Tenancy or Ownership

11.3.1 You must write to tell us the date you will no longer own or occupy a Site and provide us with the identity of the new owner or occupier at least 20 Working Days in advance. You must also provide us with the same amount of written notice if the legal identity of a Site's owner or occupier will change.

11.3.2 As soon as possible, on or after we remove the Supply Points at a Site from the Agreement due to you no longer being its owner or occupier, we will seek to obtain a closing Meter Reading for each of the Supply Points with NHH Metering (if any).

12 Ending the Agreement

12.1 You cannot choose to end the Agreement on a date before the Earliest Termination Date.

12.2 In certain circumstances, we may terminate the Agreement on a date before the Earliest Termination Date. If we do, we will write to confirm the date and we may charge you an Early Termination Charge, which we will include in any invoice. The circumstances are:

- you fail to satisfy a Connection Condition, or you fail to maintain one or more of them; or
- you fail to pay an amount due within the Payment Period, and fail to pay any Charges in advance or provide Credit Support when we ask you to; or
- you tell us you may not or will not pay your debts; or
- you repeatedly breach the Agreement or any Industry Agreement, or you materially breach any of them or you fail to carry out a remedial action we ask you to make as a result of a breach within 14 days of the date of our written request; or
- you no longer own or occupy all of the Sites; or
- you cease or suspend a substantial part of your business, or you tell us that you may do; or
- Force Majeure causes a disruption to the Supply for at least 28 continuous days; or
- something happens that may lead to the appointment of a receiver, an administrative receiver, a liquidator, a bankruptcy trustee or a supervisor; or
- you:
  - enter administration or liquidation; or
  - suggest or agree a course of action to benefit your creditors; or
  - are granted appropriate legal authorisation to delay performing an obligation of the Agreement; or
  - propose a voluntary arrangement under Part 1 of the Insolvency Act 1986,

  and either:
  - a Court grants us permission to terminate the Agreement; or
  - any Charges you subsequently incur remain unpaid 29 days after the payment due date; or
  - within 14 days of us requesting the insolvency office-holder to provide us a written personal guarantee that any Charges you subsequently incur will be paid, no written guarantee is received.

At the time of termination, we may also take action to De-energise or Disconnect Apparatus and Metering at any Supply Point that we remain the Registered supplier to, as described in provision 3.5.1, and we may not complete the Registration of any Supply Point we have not already completed at that time.

12.3 The Agreement will terminate immediately if our Supply Licence is withdrawn or a last resort supply direction is made in relation to the Supply Points in favour of another supplier in accordance with standard condition 8 of their supply licence.

12.4 You must provide us with, or arrange for us to receive, a closing Meter Reading for each Supply Point with NHH Metering, at, or as close as is possible to the earlier of the end of the Term, or the time it is removed from the Agreement. If you do not, or you provide a Meter Reading for it yourself that we suspect is inaccurate, we may use our estimate of the amount of electricity you have consumed to prepare an invoice.

12.5 After the Term ends, we may enter and remove our equipment from any Site.

12.6 Expiry of the Term will not affect the rights, remedies, obligations or liabilities accrued by either of us up to that point, and some conditions will continue to be effective and have the same meaning (after expiry). Those provisions are 1, 2, 3, 6, 8, 10, 11, 12, 13, 15, 16, Schedule A and Schedule B.

13 Extension

13.1 If any Supply Point remains Registered to us after the Earliest Termination Date or the date the Agreement is terminated (whichever occurs first), the Agreement will not end, unless or until:

- none of the Supply Points are Registered to us; or
- we start to supply electricity to the Supply Points under new agreements between us; or
- the remaining Supply Points' Metering or the Apparatus connected with it (as the case may be) is Disconnected,

but we will apply Extended Supply Charges to the Supplied Electricity consumed from that time in place of the Fixed Basis charges, we may change the charges that we invoice to you on a Pass Through Basis, and we may (without notifying you,) change the Electricity Source of the Supply.

14 Objection to Registration

14.1 If another supplier requests to Register a Supply Point, we may object if:

- the request is to Register it on a date on or before the Earliest Termination Date and we have not agreed it can be removed from the Agreement; or
- it is not to Register all the Supply Points at a Site or that appear on the same Unmetered Supplies Certificate on the same date; or
- you owe us an overdue amount that we have not agreed can be disputed; or
- you breach an obligation of the Agreement; or
- we know or believe the request is erroneous; or
- we have any reasonable grounds to,

and if we do object, we may require you to write to the supplier within 3 working days of our request, to ask them to withdraw any pending application to Register the Supply Point and to ask they only make a further request to Register it from a date we are happy for it to be removed from the Agreement. In addition, you must take any other action we request to ensure the Supply Point remains Registered to us.

14.2 If we object a supplier's request to Register a Supply Point solely because an amount you owe us is overdue, we will remove our objection once you fully settle the amount. If our objection is removed later than the day following our receipt of the request, you must ask the supplier to place a further request to Register the Supply Point if you still require them to Register it.

15 Liability

15.1 You shall indemnify us in respect of any resulting loss, cost or liability of any nature we suffer or incur, including any liquidated damages we have to pay under the BSC, in relation to:

- a breach of any Connection Condition by you, or you fail to satisfy a requirement defined in provision 3 (Metering and Equipment), including where you fail to provide information to us in the timescale we require; and/or
- your consumption of Supplied Electricity at a Site or Supply Point exceeding the Distribution Network Operator or Transmission System Operator (as relevant) view of the Available Capacity; and/or
- any act or omission of you, your agents, an Agent Services Provider (whether or not they have been contracted by us on your behalf) or a Distribution Network Operator, in connection with the Agreement or a Supply Point (including its Metering or Apparatus); and/or
- any action we take because an Agent Services Provider you have an Agent Services Agreement with fails to meet any expectation we have of them (as described in provision 3.3.3); and/or
- our appointment of a replacement Agent Services provider to provide an Agent Service to a Supply Point; and/or
- any amount of Value Added Tax and Climate Change Levy that is incorrectly invoiced as a result of your failure to provide us with accurate information at the time it is required.

15.2 Neither we, our officers, employees or agents will be liable for loss or damage which is:
- economic or financial including expected or actual loss of profits, loss of use, revenue, opportunity, agreement or goodwill; or
- an indirect or consequential loss; or
- a loss resulting from your liability to another person; or
- a loss resulting from any damage to any computer or electronically stored data or software.

15.3 In the event of Force Majeure neither you nor we will be liable to the other for delays or failures to fulfil part or all of our respective obligations under the Agreement. Whilst Force Majeure continues, the obligations under the Agreement will be suspended, subject to the Party claiming Force Majeure having:
- notified the other in writing, detailing the nature and extent of it; and
- taken all reasonable steps to mitigate and remedy its effects, resuming their obligations under the Agreement as soon as possible.

15.4 If either:
- the Agreement is breached as a result of an action or omission of an Agent Services Provider, Distribution Network Operator, Transmission Licensee, or other third party; or
- it is found you have overpaid an amount in connection with Supply that has been passed on to a third party; or
- you have overpaid an amount as a result of a Meter Operator or Meter Examiner confirming a Meter is operating inaccurately,

we will only compensate or reimburse you any amount we recover in relation to it under an Industry Agreement or otherwise, minus any reasonable costs and expenses we incur as part of the recovery, and we will not have any liability to you in excess of what is prescribed by the Industry Agreements.

15.5 We:
- do not give any warranty or guarantee whatsoever as to the adequacy or safety of your electrical system, and this shall be and shall remain at all times at your sole risk; and
- shall have no liability for any interruption or disruption of the Supply to a Supply Point due to a fault on any Distribution System, the Transmission System, or any electrical network, Apparatus or installation at any Site.

15.6 If we breach the Agreement and it causes physical loss or damage that was reasonably foreseeable at the date of the Agreement to either your property, or that of your officers, employees or agents:
- our maximum total liability, whether in contract, tort (including negligence and breach of statutory duty), statute, or otherwise for any incident or series of incidents in any 12 month period is £1,000,000; and
- we will deduct the amount of any compensation you are entitled to receive under a Connection Agreement from the amount of compensation we may have to pay you as a result of the same breach.

15.7 We shall not be liable, nor under any obligation to refund you any amount or alter any Charges if:
- any incorrect Charges are applied because of a failure by, or an error caused or made by you, an Agent Services Provider, a third party or a subcontractor, including where any Fixed Basis charge is incorrectly established as a result of us being provided inaccurate information; and/or
- any payments we have made to a third party intermediary (TPI) are disputed by you. You must ask your TPI directly if you have any queries in connection with the impact of their fees on your Charges; and/or
- for any reason, we do not provide the amount of Renewable for Business Energy or Blue for Business Energy indicated in the Electricity Source.

15.8 Notwithstanding any other provisions of the Agreement, nothing in the Agreement shall exclude or limit our liability to you where such exclusion or limitation is not permitted by law.

15.9 The rights and remedies set out in the Agreement are the only ones available to each Party in relation to the subject matter of the Agreement, and replace all rights or remedies provided by common law or statute, including any rights either party might otherwise have in tort.

15.10 So far as it excludes liability, this provision 15 overrides any other provision in the Agreement, except where otherwise expressly provided.

16 Interpretation and Handling of Information

16.1 You and we acknowledge that we enter into the Agreement based solely on its representations, warranties and undertakings.

16.2 You must allow any of the Supply Point's previous suppliers to give us information we request and need to be able to provide the Supply.

16.3 The Agreement:
- will be governed by and interpreted in accordance with English law; and
- will supersede all prior written and oral negotiations, representations, proposals, understandings and agreements in relation to the Supply; and
- may be executed in various counterparts which together will form the Agreement; and
- may be novated, transferred or assigned by us, and we may subcontract or delegate the performance of an obligation or duty it places on us without your consent; and

- must not be assigned by you without our written approval, which we will not unreasonably withhold or delay unless we are concerned about the financial standing of a transferee you propose; and
- provisions are each separate and severable, and if one is found to be invalid, unlawful or unenforceable, the others shall all remain in force; and
- is not intended to be in any part enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to it (or an approved assigned party), unless specifically stated,

and:

- all references to the word "including" shall be construed without limitation.

16.4 References in the Agreement to statute or statutory provisions will include any subordinate legislation made in connection with them and any modification, amendment, extension, consolidation, re-enactment and/or replacement of them from time to time.

16.5 Each right, power or remedy connected with the Agreement:

- will not be waived if you or we delay or fail to wholly or partly exercise it; and
- may be exercised any number of times.

16.6 Any notice connected with the Agreement must be provided in writing and delivered either by hand or posted by recorded delivery to the relationship contact at either the contact address shown on the Contract Information Pack or another address we may agree, or sent to the email address shown on the Contract Information Pack or a different email address we may agree. A notice will be deemed to be received if it is:

- sent by email, on the working day after it is sent; or
- posted, after two working days; or
- delivered by hand, on the day of delivery.

16.7 If you are not satisfied with our service or you would like to make a complaint, we ask that you refer to and follow the complaint handling procedure published on our website. If you are a Micro Business and you are not satisfied with the outcome of a complaint you make to us, you can contact Ombudsman Services: Energy, and/or Citizens Advice for advice.

16.8 Neither of us must disclose Confidential Information about the other for a period of 5 years after the Agreement ends without the other's written consent, unless the Confidential Information:

- is disclosed by us to enable us to satisfy an Agreement obligation; or
- is in relation to credit, debt, invoicing or payment and we share it with any Group Company, factoring provider, finance provider, debt collection agency, credit insurer or credit reference agency; or
- is lawfully available in the public domain, as long as it is not there because of a breach of the Agreement; or
- is required by law, a Competent Authority, the Industry Agreements, a bank or other financial institution or ratings agency, in relation to the financing or credit support of your business.

16.9 Where we enter into a Connection Agreement with a Distribution Network Operator on your behalf in accordance with these terms, that Connection Agreement will have legal effect from the time that you enter into the Agreement and sets out the rights and duties in relation to the connection to which your Distribution Network Operator delivers electricity or accepts electricity from your business, and you shall at all times during the Term comply with and perform your obligations under the National Terms of Connection (NTC). If you would like a copy of the NTC or have any questions about it, please write to: Energy Networks Association, 6th Floor, Dean Bradley House, 52 Horseferry Road, London SW1P 2AF: phone 0207 706 65137, or see the website at www.connectionterms.co.uk. Where this provision applies, your Distribution Network Operator has the benefit of, and is entitled to enforce, the provisions of the Connection Agreement by virtue of the Contracts (Rights of Third Parties) Act 1999.

17 Feed in Tariff Licensee Status

17.1 EDF Energy is a Mandatory FIT Licensee under Standard Condition 33 of the Supply Licence. Further information on feed-in tariffs may be found on EDF Energy's website (visit http://www.edfenergy.com/fit for further details). The term 'Mandatory FIT Licensee' has the meaning defined in the Supply Licence.

Schedule A – Early Termination Charge and Supply Point Removal Charge

- The **Early Termination Charge** or **ETC** (£) is as follows:
  ETC = the **Energy Component** + the **Seasonal Difference Component** + the **Administration Charge Component**
- The **Supply Point Removal Charge** or **SPRC** (£) is calculated for a Supply Point that is removed from the Agreement (the **"Deleted Supply Point"**) as follows:
  SPRC = the **Energy Component** + the **Seasonal Difference Component** + the **Administration Charge Component** + the **Group Average Price Revision Component**

where:

– the **Energy Component (£)** is as follows, and will only apply if the result is positive:
  – for the **ETC:** using the amount of Total Forecasted Consumption we expected to Supply the Supply Points that were on the Agreement immediately before the termination between the effective date of the termination and the Earliest Termination Date (inclusive), we will take the cost of electricity we included in the Fixed Basis charges of those Supply Points, minus the Current Market Cost of that electricity; and
  – for the **SPRC:** using the amount of Total Forecasted Consumption we expected to Supply the Deleted Supply Point between the date it is removed from the Agreement and the Earliest Termination Date (inclusive), we will take the cost of electricity we included in its Fixed Basis charges, minus the Current Market Cost of that electricity.

  We will establish the **Current Market Cost** of electricity (which will be final and binding on both of us) using the current market cost, our expectation of it, or a mixture of those costs, and any loss, cost, damage or expense we do or expect to incur, whether or not we decide (at our sole discretion) to trade the electricity in the market.

– the **Seasonal Difference Component** (£) is as follows, and will only apply if the result is positive:
  – for the **ETC** means:
    1. the total amount of Fixed basis charges we would have expected to invoice the Supply Points that were on the Agreement immediately before the termination, if we had determined their Fixed Basis charges using the actual (or where unavailable, the estimated) amount of Supply we provided them up to the point of termination (on the basis of the same cost data and method we used to prepare their Fixed Basis charges that appear on the Contract Information Pack); minus
    2. the total amount of Fixed Basis charges for the same Supply Points that we have and expect to invoice (at time of the calculation) for the same period; and
  – for the **SPRC** means:
    1. the total amount of Fixed Basis charges we would have expected to invoice the Deleted Supply Point, if we had determined its Fixed Basis charges using the actual (or where unavailable, the estimated) amount of Supply we provided it up to the point of its removal from the Agreement (on the basis of the same cost data and method we used to prepare its Fixed Basis charges that appear on the Contract Information Pack); minus
    2. the total amount of Fixed Basis charges for the Deleted Supply Point that we have and expect to invoice (at time of the calculation) for the same period.

– the **Administration Charge Component** (£), means an administration charge of £220, plus 3.5% of the total amount of Charges we had expected to invoice for the electricity we will no longer Supply, which:
  – for the **ETC** we will evaluate using the amount of Total Forecasted Consumption we expected to Supply the Supply Points that were on the Agreement immediately before the termination between the effective date of the termination and the Earliest Termination Date (inclusive); and
  – for the **SPRC** we will evaluate using the amount of Total Forecasted Consumption we expected to Supply the Deleted Supply Point between the date it is removed from the Agreement and the Earliest Termination Date (inclusive).

– the **Group Average Price Revision Component** or **GAPRC** (£) is only applicable if:

  the Deleted Supply Point and other Supply Points (the **"Remaining Supply Points"**) each have identical Fixed Basis charges which are a 'group average price'; and

  the result of the following calculation is positive for the period between the date the Deleted Supply Point is removed from the Agreement and the Earliest Termination Date (inclusive) (the **"Period"**):

  GAPRC = (RC – OC)

  where:

  RC means, the total amount of Fixed Basis Charges we would expect to invoice the Remaining Supply Points for the Period, evaluated using our view of the amount of Total Forecasted Consumption we expect to Supply them over the Period, if we had determined the group average price of their Fixed Basis charges for the Period without the Deleted Supply Point, (on the basis of identical cost data and methodology we used to prepare their Fixed Basis charges that are set out on the Contract Information Pack); and

  OC means the total amount of Fixed Basis charges we expect to invoice the Remaining Supply Points for the Period, evaluated using our view of the amount of Total Forecasted Consumption we expect to Supply them over the Period.

Schedule B – Tolerance Charge Calculation

The Tolerance Charge Calculation that we may apply if your consumption of Supplied Electricity at the Tolerance Supply Points in a Relevant Period is:

- at least 10% less than we expected, is:
  ((EC – (EC x T)) – AC) x (ER – SSP)
- at least 10% more than we expected, is:
  (AC – (EC + (EC x T))) x (SBP – ER)
  where:
  – **AC** means the aggregate Supplied Electricity consumed at the Tolerance Supply Points in the Relevant Period, expressed in MWhs;
  – **EC** means the electricity we expected you to consume as follows: the aggregate portion of Supply Point Total Forecasted Consumptions of the Tolerance Supply Points that we attribute to the Relevant Period (where each of those Supply Points is only considered for the duration of the Relevant Period it is on the Agreement), expressed in MWhs;
  – **T** means the Volume Tolerance Threshold;
  – **SSP** means the average System Sell Price (as defined in the BSC) for the Relevant Period (which we will calculate using half hourly System Sell Price data), expressed in £/MWh;
  – **SBP** means the average System Buy Price (as defined in the BSC) for the Relevant Period (which we will calculate using half hourly System Buy Price data), expressed in £/MWh;
  – **ER** means the cost of the electricity that we included in the Fixed Basis charges of the Tolerance Supply Points for the Relevant Period, which we will express as a £/MWh rate.

Definitions

"Act" means the Electricity Act 1989;
"Agent Service" means any one or more of the services provided by a Data Collector, Data Aggregator, Meter Operator, Meter Asset Provider or Meter Administrator, as is relevant to the context it is used;
"Agent Services Agreement" means the agreements with Agent Services Providers to provide Agent Services, and in relation to a Supply Point means all of those agreements that are required to be in place for it under the Industry Agreements;
"Agent Services Provider" means a party qualified under the Industry Agreements to provide an Agent Service;
"Agreement" means the Contract Information Pack including all the documentation referred to within it, and this document and any other document we declare forms part of the Agreement in the Contract Information Pack;
"AMR Meter(ing)" 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;
"Apparatus" means any electric lines, plant and associated equipment which is specified in an inventory required under the terms of the relevant Connection Agreement;
"Authority" means the authority established under section 1 of the Utilities Act 2000;
"Available Capacity" means the capacity of each Site or Supply Point held by the relevant Distribution Network Operator or Transmission System Operator as appropriate;
"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 Information Pack if the Available Capacity is charged on a Fixed Basis;
"Balancing Services" means the Balancing Services used in Special Condition C16 of a Transmission License;
"Bilateral Connection Agreement" has the meaning set out in the Connection and Use of System Code;
"Billing Cycle" means in relation to a Supply Point, the frequency of the invoicing set for it on the Contract Information Pack;
"Billing Cycle Period" means in relation to a Supply Point, a Month if the Billing Cycle for it is 'monthly' or a Quarter if it is 'quarterly';
"Blue for Business" or **"Blue for Business Energy"** means electricity generated from a nuclear source, evidenced by a Generator Declaration held by us;
"BSC" means the Balancing and Settlement Code designated by the Secretary of State with the approval of the Authority;
"CfD" is a charge associated with meeting our obligations under the CfD Payment Regulations, excluding any operational cost levy payment as defined in those regulations;
"CfD Charge" is a charge associated with meeting our obligations under the CfD Payment Regulations that we determine (in relation to the rate or total amount of it, as the case may be,) is attributable to the Supply we provide you, excluding any operational cost levy payment (as defined in those regulations) and CfD Mutualisation Amount;
"CfD Mutualisation Amount" means, the portion of a 'mutualisation amount' (as defined in the CfD Payment Regulations), that we determine at our sole discretion is attributable to the total amount of Supplied Electricity consumed by you (or expected to be) at the Relevant Supply Points, during the period within the Reconciliation Period that the mutualisation amount is connected with;
"CfD Payment Regulations" means the Contracts for Difference (Electricity Supplier Obligations) Regulations 2014;
"Change of Measurement Class" has the meaning set out in the BSC;
"Change of Tenancy" means an event where the occupier of a Site changes;
"Charges" means:

- in relation to a Supply Point, the Extended Supply Charges if they are applicable, or its Fixed Basis charges and Pass Through Basis charges; or
- in the context of an amount of charges, the total amount of Extended Supply Charges, or Fixed Basis charges and Pass Through Basis charges, payable by you in relation to the Supply provided to a Supply Point or the Supply Points (as the case may be);

"Citizens Advice" is a consumer service for free, confidential and impartial advice on consumer issues (visit: www.adviceguide.org.uk or phone: 03454 04 05 06);
"Climate Change Levy" or **"CCL"** means the tax referred to in schedule 6 of the Finance Act 2000;
"CM Charge" is a charge associated with meeting our obligations under the CM Payment Regulations that we determine (in relation to the rate or total amount of it, as the case may be) is attributable to the Supply we provide you, excluding any monthly settlement costs (as defined in those regulations) and CM Mutualisation Amount;
"CM Mutualisation Amount" means, the portion of a 'default amount' (as defined in the CM Payment Regulations), that we determine at our sole discretion is attributable to the total amount of Supplied Electricity consumed by you (or expected to be) at the Relevant Supply Points, during the period within the Reconciliation Period that the default amount is connected with;
"CM Payment Regulations" means the Electricity Capacity Regulations 2014 and Electricity Capacity (Supplier Payments) Regulations 2014;
"Competent Authority" means the Secretary of State, the Authority and any local or national agency, authority, department, inspectorate, minister, ministry, official or public, judicial regulatory or statutory body or person (whether autonomous or not) of, or of the government of, the United Kingdom or the European Community;
"Confidential Information" means:

- in relation to the Agreement, its provisions, the Charges, the fact it exists, and any other information relating to it; and
- the confidential affairs of you or us;

"Connection Agreement" means an agreement that sets out the terms and conditions (including the National Terms of Connection (NTC)), that you must abide by in order for a Supply Point to be connected to the relevant Distribution Network Operator's Distribution System;
"Connection Conditions" mean the conditions that are described in provision 2 that you must meet in order for us to provide Supply to a Supply Point or the Supply Points, as the case may be;
"Connection and Use of System Code" or **"CUSC"** means the document of that name, setting out terms for the connection to and use of the Transmission System;
"Contract Information Pack" means the document of that name setting out (among other things) a price schedule for the Metering or Apparatus at each Supply Point, including the Fixed Basis charges, Price Point and Payment Terms applicable to it;
"Credit Support" means an amount for security in a form suitable to us, for example cash, that we may request you provide in connection with provision 10 (Credit Support and Advance Payment), and where the context requires, the amount of credit support you have provided at our request;
"Data Aggregator" means a party appointed to carry out the aggregation of the data provided by a Data Collector for the purposes of the BSC;
"Data Collector" means a party appointed to retrieve, validate and process Meter Reading data from Metering at a Supply Point or to provide electricity consumption data in relation to the Apparatus connected with an Unmetered Supply Point, as the case may be, for the purposes of the BSC;
"D&B" means Dun & Bradstreet Limited registered in England and Wales and its successors;
"D&B Risk Rating" means the risk indicator maintained by D&B which is a summary of how likely it is for a business to fail or experience a failure triggering event in a future 12 month period;
"D&B Score" means the "D&B UK Failure Score" maintained by D&B which predicts the likelihood that a corporate entity will obtain legal relief from its creditors (if it became insolvent) or cease operations over a future 12 month period;
"De-energise", **"De-energised"** and **"De-energisation"** means the movement of any switch, removal of any fuse, or any other action taken in relation to a Meter at a Supply Point or the Apparatus connected with an Unmetered Supply Point, as the case may be, which results in no electrical current being able to flow to it from a Distribution System or Transmission System (as relevant), including those actions taken without the need of physical access;
"Demand Side Response" means any agreement or arrangement made by you which could qualify as a "demand side response CMU" under Regulation 5 of the Electricity Capacity Regulations 2014, which may require you to adjust the amount of electricity you consume at a particular time in response to a trigger or request;
"Disconnect", **"Disconnected"** and **"Disconnection"** means the removal of any cable or other equipment which results in a Meter at a Supply Point or the Apparatus connected with an Unmetered Supply Point, as the case may be, no longer being connected to a Distribution System or Transmission System (as relevant);
"Distribution Code" means the distribution code as defined in the Supply Licence;
"Distribution Connection and Use of System Agreement" or **"DCUSA"** means the agreement of that name which permits (among other things) our use of the Distribution System of a Distribution Network Operator;
"Distribution Exemption Holder" means a person who is distributing electricity for the purpose of giving a supply of electricity or enabling a supply to be given, and who is authorised to do so by an exemption from the requirement to hold a distribution licence;
"Distribution Network Operator" means, in relation to a Supply Point, the holder of a licence under section 6(1) (c) of the Act to distribute electricity in the area it is situated;
"Distribution System" means the Distribution Network Operator's system for distributing electricity to the Metering at a Supply Point;
"Distribution Use of System Charges" or **"DUoS"** means in relation to a Supply Point, the charges published and levied by the relevant Distribution Network Operator for use of their Distribution System, excluding connection charges;
"Earliest Supply Start Date" means in relation to a Supply Point, the date we intend to begin its Supply, which will be the 'earliest supply start date' set out in the Contract Information Pack or another date we agree, and we will not attempt to complete Registration of the Supply Point (if we need to) before that date;
"Earliest Termination Date" means the 'earliest termination date' set out in the Contract Information Pack for the Supply Points;
"Early Termination Charge" means the charge we may make if any of the circumstances in provision 12 (Ending the Agreement) occurs and we choose to terminate the Agreement on a date before the Earliest Termination Date, which we will calculate in accordance with Schedule A;
"EII Exemption" is, a reduction to or exemption from CfD at a Site that is evidenced by a current valid EII certificate. We may apply the reduction if we receive an equivalent reduction to the costs we incur under the CfD Payment Regulations, as a consequence of Supplied Electricity constituting 'EII excluded

electricity' (as defined in regulation 2 (1) of Electricity Supplier Obligations (Amendment & Excluded Electricity) Regulations 2015)

"EII Certificate" is a certificate (as defined in regulation 2 (1) of The Electricity Supplier Obligations (Amendment & Excluded Electricity) Regulations 2015), showing the amount of reduction or from CfD which a Site may be entitled to;

"Electricity Source" means, the source of the Supply, which will be made of Standard Energy, and/or Renewable for Business Energy, and/or UK Renewable Energy and/or Blue for Business Energy. At the date of the Agreement, the Contract Information Pack will specify the proportion of the Total Forecasted Consumption at the Supply Points to be backed by each source (expressed as a percentage);

"Equivalent Meter" means a device that measures the half hourly electricity consumption of Apparatus associated with an Unmetered Supply Point Metering System Identifier;

"Estimated Annual Consumption" for a Supply Point means, where the number of Months falling within the Earliest Supply Start Date to the Earliest Termination Date is:

- more than 12: the sum of the 'total forecast units' set out for the Metering connected with a Supply Point on the Contract Information Pack, divided by the number of months falling within the period between the Earliest Supply Start Date and the Earliest Termination Date, multiplied by 12,
- less than 12: the sum of the 'total forecast units' set out for the Metering connected with that Supply Point on the Contract Information Pack;

"Exempt Distribution System" means a distribution system that is granted an exemption under an Industry Agreement that is operated or controlled by a distribution exemption holder;

"Experian" means Experian Limited registered in England and Wales and its successors;

"Experian Score" means the 'Experian Commercial Delphi Score' maintained by Experian, which predicts the likelihood of a limited company failing or a non-limited business falling into default within a twelve (12) month period;

"Expected Supply Start Date" means for a Supply Point that at the date of the Agreement is:

- included on the Contract Information Pack, the Earliest Supply Start Date; or
- not included on the Contract Information Pack, the date we otherwise agree;

"Extended Supply Charges" means our prevailing extended supply charges which we may vary from time to time, and which we will provide you upon request;

"FIT" is a charge associated with meeting our obligations under the FIT Order that we determine (in relation to the rate or total amount of it, as the case may be) is attributable to the Supply we provide you, excluding any FIT Mutualisation Amount;

"FIT Mutualisation Amount" means, the portion of a 'FIT mutualisation payment' (as defined in the article 6(6) of the FIT Order 2013 Amendment) or a recalculated supplier payment (as defined in article 30A of the FIT Order), that we determine at our sole discretion is attributable to the total amount of Supplied Electricity consumed by you (or expected to be) at the Relevant Supply Points, during the period within the Reconciliation Period that the FIT mutualisation payment or recalculated supplier payment is connected with (as the case may be);

"FIT Order" means the Feed in Tariffs (Specified Maximum Capacity and Functions) Order 2010 as amended from time to time;

"Fixed Basis" means the fixed charges (which all exclude Value Added Tax,) shown on the Contract Information Pack for the Supply Points or a particular Supply Point, as the context requires, including the unit rates, standing charges and (where DUoS is not stated as being a Pass Through Basis charge), the Availability Charges;

"Force Majeure" means circumstances beyond either your or our reasonable control, which result in a failure by either of us to perform an obligation of the Agreement including: an act of God; industrial disturbance; act of war; terrorism; civil commotion; vandalism; inclement weather; failure of plant or apparatus which could not have been prevented by good industry practice; suspension, interruption or termination of transmission through any transmission or distribution network; any exercise of demand control pursuant to a Grid Code; any Act of Parliament or governmental restraint including a direction of the Secretary of State under sections 34(4) or 96 of the Act. Your inability to pay any amount due under the Agreement for any reason shall not be treated as force majeure;

"Fully Inclusive" in the context of a cost or charge, means that cost or charge is applicable to demand or electricity (as relevant) measured at a Meter or deemed to be delivered to Apparatus connected with an Unmetered Supply Point;

"Generator Declaration" has the meaning defined in the Electricity (Fuel Mix Disclosure) Regulations 2005;

"Green Deal Charge" means the payment that you are required to make to the Green Deal Provider under the Green Deal Plan;

"Green Deal Plan" has the meaning given to "green deal plan" in section 1(3) of the Energy Act 2011;

"Green Deal Provider" means the entity with whom you have contracted for the provision of a Green Deal Plan;

"Grid Code" means the grid code as defined in the Supply Licence;

"Grid Supply Point" or **"GSP"** means the point at which electricity is transferred from the Transmission System to a Distribution System, and a cost or charge specified at that point is applicable to the demand or electricity (as relevant) measured at that point;

"Group Companies" means any Holding Company, Subsidiary or Associate of EDF Energy Customers plc (the terms "Holding Company" and "Subsidiary" have the meaning defined in Section 1159 of the Companies Act 2006 and "Associate" has the meaning defined in Section 416 of the Income and Corporation Taxes Act 1988);

"HH Meter(ing)" means the metering at a Supply Point that records the amount of electricity consumption on a half hourly basis, excluding any Equivalent Meter;

"Industry Agreements" means our Supply Licence, the Act, the BSC, our Use of System Agreement, the DCUSA, the Regulations, EU regulations relating to electricity including energy market integrity and transparency (REMIT), the Electricity (Unmetered Supply) Regulations 2001, BSC Procedure 520, the Grid Code, the Distribution Code, a Transmission License, the Statement of the Use of System Methodology, any Agent Services Agreement any Connection Agreement, any Bilateral Connection Agreement, any legislation that impacts on the operation of the energy market in the UK and any other standard electricity supply industry documents or agreements, including any changes that are made to those documents and that legislation after the date of the Agreement;

"Interest Rate" means the interest rate that we are statutorily able to charge, according to the Late Payment of Commercial Debts (Interest) Act 1998;

"Low Carbon Contracts Company" means the CfD counterparty designated by the Secretary of State under Section 8 of the Energy Act 2013;

"Master Registration Agreement" means the agreement of that sets out (among other things) the procedure for a supplier to Register a Supply Point;

"Material Adverse Change" means any of the following events: (a) your Rating is revised downward below BBB by S&P or Baa2 by Moody's; (b) your Rating is withdrawn by both S&P and Moody's for any reason; (c) your D&B Score is revised downward below 30 or is withdrawn by D&B for any reason; (d) your D&B Risk Rating increases to 4 or is changed to "-" (indicating that a D&B Risk Rating cannot be assigned) by D&B; (e) your Experian Score is revised downward below 30 or is withdrawn by Experian for any reason; (f) publication of information which in our reasonable opinion indicates a material deterioration in your business, assets or financial condition; (g) the suspension or cancellation of admission and/or trading of your equity or debt securities from any investment exchange on which they are admitted and/or traded; (h) insurers' withdrawal of, or failure to renew or extend, the credit insurance taken out by us in respect of the Agreement; (i) you undergo a change of organisation, composition, control or senior management and we believe that the change seriously affects your ability to perform your obligations under the Agreement and/or is prejudicial to your financial stability; (j) if you fail or are likely to fail any covenant test in any facility, credit, loan or other similar documentation entered into with any financial institution or other third party.
In this definition, "your" means you and/or your parent undertaking, as defined in section 1162 of the Companies Act 2006;

"Measurement Class" has the meaning given to it in the BSC;

"Meter" or **"Metering"** means a meter that is a HH Meter, NHH Meter, AMR Meter, Equivalent Meter or Smart Meter, as the context requires, and its equipment (including any telecommunications link) installed at or associated with a Supply Point (apart from at an Unmetered Supply Point that does not require an Equivalent Meter), for recording the amount of electricity consumption;

"Meter Examiner" means an independent person appointed to examine the accuracy of an electricity meter in connection with Schedule 7 of the Act);

"Meter Administrator" means a party appointed to calculate the electricity consumed at an Equivalent Meter, for the purposes of the BSC;

"Meter Identifier" means for a Supply Point, the unique reference number associated with certain Metering at it, or an Unmetered Supply Metering System Identifier (as the case may be), and which will be either a:

- Meter Point Administration Number (or MPAN, as defined in the Master Registration Agreement) if the Supply Point is connected to a Distribution System; or
- a Metering System Identifier (as defined in the BSC) if the Supply Point is connected to a Transmission System;

"Meter Operator" means a party appointed for the purposes of the BSC, to:

- maintain the Metering at a Supply Point, and where required install, commission and test it. The party may be a Distribution Network Operator acting as a legacy Meter Asset Provider, and in relation to an Equivalent Meter will be whichever Meter Asset Provider is appointed, where the term 'Meter Asset Provider' has the meaning set out in the BSC; or
- record and maintain information, and to perform any actions required by Industry Agreement in relation to an Unmetered Supply Point. The party appointed will be the Unmetered Supplies Operator of the Distribution System that the Apparatus connected with the Unmetered Supply Point is joined to;

"Meter Reading" means the amount of electricity consumption recorded at a Meter which must be in the form of hourly metered data where the Meter is capable of providing it (except for a Smart Meter we are unable to take or receive half hourly metered data from);

"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;

"Metering Agent Charges" for a Supply Point, means the HH metering charges, AMR metering charges, NHH metering charges (whichever are relevant and) as set out on the Contract Information Pack, and/or any other charges we have agreed to pay, have paid or are required to pay to Agent Services Providers on your behalf in the course of the Agreement;

"Moody's" means Moody's Investors Services, Inc. incorporated in the United States of America and its successors;

"Month" means a calendar month, except where it is used in relation to a Billing Cycle Period of a Supply Point where it means:

- the period from the Earliest Supply Start Date to the first Meter Reading afterwards; or
- the period of approximately one calendar month from one Meter Reading to the next (which may be a period of less than a month if the next reading is taken because the Supply Point is removed from the Agreement or the Agreement ends;

"National Grid" means National Grid Electricity Transmission plc, a company registered in England under number 2366977;

"NHH Meter(ing)" means the metering at a Supply Point that records the amount of electricity consumption on a non half hourly basis;

"Notional Balancing Point" or **"NBP"** means the notional point on the Transmission System at which electricity is treated as delivered in connection with an Energy Contract Volume Notification (as defined in the BSC), and a cost or charge specified at that point is applicable to the demand or electricity (as relevant) measured at that point;

"Ombudsman Services: Energy" means the independent body approved by Ofgem (the Office of the Gas and Electricity Markets), under the Consumers, Estate Agents and Redress Act 2007 (visit: www.ombudsman-services.org, or phone: 0330 440 1624);

"Pass Through Basis" means:

- each Reflective Pass Through Charge; and
- other charges for each Supply Point that we will pass through to you at cost, including reactive power charges and Availability Charges (where DUoS is stated as being Pass Through Basis charge); and
- any taxes or levies; and
- any other charges,

that are shown as chargeable on a 'pass through basis' on the Contract Information Pack;

"Payment Method" for a Supply Point means the payment method of the payment terms shown for it on the Contract Information Pack or as we otherwise agree in writing;

"Payment Period" for a Supply Point means either the payment period of the payment terms shown for it on the Contract Information Pack, 14 days from the invoice date if the payment terms are not shown, or the period we otherwise agree in writing;

"Payment Terms" for a Supply Point means the Payment Method and Payment Period for it;

"Price Point" in relation to a Supply Point, determines the

costs and charges that will be made on a Fixed Basis and a Pass Through Basis as set out on the Contract Information Pack, and in the context of a particular cost or charge, means the price point at which that cost or charge is incurred or made;

"PP11" means the 'Climate Change Levy Supplier Certificate' available from HM Revenue and Customs, used to declare a reduced amount of Climate Change Levy is applicable to the Supply provided to specific Meter Identifiers at a Supply Point;

"Profile Class" has the meaning given in the BSC;

"Quarter" means, in relation to a Billing Cycle Period of a Supply Point with a Profile Class '03' or '04':

- the period from the Earliest Supply Start Date to the first Meter Reading afterwards; or
- the period of approximately 3 months from one Meter Reading to the next (which may be a period of less than a month if the next reading is taken because the Supply Point is removed from the Agreement or the Agreement ends);

"Rating" means any rating issued or maintained by either S&P or Moody's in relation to your long-term, unsecured, senior, unsubordinated debt securities;

"Re-connect", **"Re-connection"** or **"Re-connected"** means, the connection of any cable or other equipment to the Metering or Apparatus at a Disconnected Supply Point, so that the Metering or Unmetered Supply Metering System Identifier is connected to the relevant Distribution System or Transmission System and able to receive Supply;

"Re-energise", **"Re-energisation"** or **"Re-energised"** means, the movement of any switch or the taking of any other step (including those that are taken without the need of physical access) at a Supply Point with a De-energised Unmetered Supply Metering System Identifier or Metering, which has the effect of electrical current being able to flow to it from the Distribution System or Transmission System (as relevant);

"Reconciliation Period" is the period between the Earliest Supply Start Date and the earlier of the Earliest Termination Date or the date of termination of the Agreement (whichever is the shorter period);

"Reflective Pass Through Charge" has the meaning set out in provision 8.1.5;

"Register" or **"Registration"** means the action taken by an electricity supplier to become the supplier of electricity to a supply point under the Industry Rules;

"Registered" means, in relation to a particular supplier of electricity, that they are the supplier of electricity to a supply point under the Industry Agreements;

"REGO" means a Renewable Energy Guarantee of Origin Certificate issued to a generating station under the Electricity (Guarantees of Origin of Electricity Produced from Renewable Energy Sources) Regulations 2010;

"Regulations" means the Electricity Safety, Quality and Continuity Regulations 2002 and any other regulations made under section 29 of the Act;

"Relevant Period" means:

- the period from the Earliest Supply Start Date to the Earliest Termination Date if that duration is less than 12 months, or
- each successive period of 12 months, starting on the Earliest Supply Start Date, except that the final period may be a period of less than 12 months and will end on the Earliest Termination Date or the date the Agreement is terminated (whichever is earlier);

"Relevant Supply Points" has the meaning set out in provision 8.1.5;

"Renewable for Business" or **"Renewable for Business Energy"** means electricity generated from a renewable source, which will be evidenced by any combination of: REGOs; Guarantees of Origin (where each is a 'GoO' as defined in Article 2 and Article 15 of the EU Directive 2009/28/EC of the European Parliament and the Council of 23 April 2009 and subsequent directives 2001/77/EC and 2003/30/EC); and statements in compliance with the Electricity (Fuel Mix Disclosure) Regulation 2005 (SI No. 391, where each statement implements Article 3(6) of the EU Directive 2003/54/EC);

"RO" is a charge associated with meeting our obligations under the RO Order, that we determine (in relation to the rate or total amount of it, as the case may be) is attributable to the Supply we provide you, excluding any RO Mutualisation Amount;

"RO Mutualisation Amount" means, the portion of a 'supplier payment' (as defined in the RO Order) that we determine at our sole discretion is attributable to the total amount of Supplied Electricity consumed by you (or expected to be) at the Relevant Supply Points, during the period within the Reconciliation Period that the supplier payment is connected with;

"RO Order" means the Renewables Obligation Order 2009 as amended from time to time;

"S&P" means Standard & Poor's Ratings Group (a division of The McGraw Hill Companies Inc.) incorporated in the United States of America and its successors;

"Secretary of State" means one of Her Majesty's Principal Secretaries of State as defined in the Interpretation Act 1978;

"Site" means the premises at a particular site address set out on the Contract Information Pack, and any Supply Points and Unmetered Supply Points listed at that address;

"Smart Meter(ing)" means a meter at a Supply Point that is classed as a smart meter including its associated ancillary devices, which records the amount of electricity consumption at it;

"Standard" or **"Standard Energy"** means a source of electricity that is not Blue for Business Energy, or Renewable for Business Energy;

"Statement of Use of System Charges" means the statement of charges issued by National Grid connected with the Statement of the Use of System Charging Methodology produced in accordance with its transmission licence;

"Supplied Electricity" means electricity supplied to you under the Agreement, and in relation to a Supply Point means the electricity supplied to that Supply Point;

"Supply" means the supply of electricity to be provided by us to the Supply Points, and in relation to a single Supply Point means the supply to be provided by us to it;

"Supply Licence" means the licence granted to us under section 6(1)(d) of the Act;

"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 Information Pack;

"Supply Point Total Forecasted Consumption" for a Supply Point means the sum of the 'total forecast units' set out for its Metering, or the Unmetered Supply Metering System Identifier connected with it, on the Contract Information Pack;

"Supply Point Removal Charge" means the charge we may make in relation to a Supply Point that is removed from the Agreement before the Earliest Termination Date, which we will calculate in accordance with Schedule A;

"Supply Start Date" means for a Supply Point, the date we become the Registered supplier to it;
"Term" the period between the date we provide written acceptance of your signed Contract Information Pack and the date the Agreement ends in accordance with its terms;
"Tolerance Charge" means the charge we may make in relation to your consumption of Supplied Electricity in a Relevant Period that varies from the amount we expected you to consume by more or less than the Volume Tolerance Threshold, which we will calculate in accordance with Schedule B;
"Tolerance Supply Points" mean the Supply Points with HH Metering and Equivalent Metering that have a Profile Class '00' or that are directly connected to the Transmission System;
"Total Forecasted Consumption" means the total sum of the Supply Point Total Forecasted Consumptions for the relevant Supply Points;
"Transmission Licence" means a licence granted under section 6(1)(b) of the Act;
"Transmission Network Use of System Charges" or **"TNUoS"** means the charges published and levied by the Transmission System Operator for use of the Transmission System, which for a Triad Period, in relation to the Supply Points at a Site with a Profile Class:

- '00' or that are directly connected to the Transmission System, will be the Triad Demand for the Triad Period, multiplied by the relevant Triad Demand Tariff; and
- '01' to '08' will be, the amount of Supplied Electricity in the period identified in the Statement of Use of System Charges, expressed at the Grid Supply Point, multiplied by the relevant Triad Demand Tariff;

"Transmission System Operator" means National Grid as the operator of the Transmission System;
"Transmission System" means the transmission system used for transmitting electricity in England, Wales and Scotland, consisting mainly of extra high voltage electric lines;
"Triad Demand" means for a Site's Supply Points in relation to a Triad Period, the average demand at it across the half hour settlement period of highest transmission system demand and each of the two half hour settlement periods of next highest demand separated by at least 10 days, where those settlement periods occur in the Triad Period and are identified by the Transmission System Operator;
"Triad Demand Tariff" means the relevant tariff set out in the Statement of Use of System Charges for a particular Triad Period. The relevant tariff for a Site with Supply Points that have a Profile Class '00' or that are connected directly to the Transmission System is the one set out for the appropriate Zone in the table headed "HH Demand Tariff", or otherwise the one set out for the appropriate Zone in the table headed "NHH Demand Tariff";
"Triad Period" means a particular November and February period (inclusive);
"UK Renewable" or **"UK Renewable Energy"** means electricity generated from a renewable source which will be evidenced by REGOs;
"Unmetered Supply Certificate" means the certificate issued and maintained by an Unmetered Supplies Operator that specifies the inventory of the Apparatus connected with one or more Unmetered Supply Metering System Identifiers;
"Unmetered Supplies Operator" means the Distribution Network Operator responsible for procuring and maintaining an inventory of all Apparatus connected with an Unmetered Supply Metering System Identifier attached to its Distribution System;
"Unmetered Supply Metering System Identifier" means an identifier issued by a Supplier Meter Registration Agent (that term has the meaning defined in the BSC) in relation to certain Apparatus that a Distribution System Operator approves to be connected to its Distribution System. The identifier denotes (amongst other things) whether the electricity consumed by the Apparatus will be settled on a half hourly basis using an Equivalent Meter, or a non half hourly basis based on the consumption information set out for it on an Unmetered Supplies Certificate;
"Unmetered Supply Point" means an Unmetered Supply Metering System Identifier at a Site set out in the Contract Information Pack;
"Use of System Agreement" means an agreement or arrangement between us and a Distribution Network Operator governing our use of their Distribution System to provide the Supply;
"Value Added Tax" or **"VAT"** means the tax defined by the Value Added Tax Act 1994;
"VAT Certificate of Declaration" means the certificate of that name that is available on our website, used to declare a reduced percentage rate of VAT is applicable to the Supply provided to Supply Points at a Site which is wholly or partly used for domestic or charitable non-business purposes;
"Volume Tolerance Threshold" is the 'volume tolerance threshold' percentage set out on the Contract Information Pack;
"Working Day" means any day other than a Saturday or a Sunday and which is not Christmas Day, Good Friday or a statutory Bank Holiday in England and Wales;
"Working Hours" means the hours of 9.00am to 5.00pm on any Working Day;
"Zone Area" means the areas in the column headed "Zone Areas" within the Statement of Use of System Charges.

EDF Energy Customers plc with registered number 2228297. EDF Energy 1 Limited with registered number 3986835.

Registered offices at 40 Grosvenor Place, Victoria, London, SW1X 7EN. Incorporated in England and Wales. EDF Energy 1 Limited acts as agent of EDF Energy Customers plc for the purposes of collecting all payments in connection with its supply contracts. The responsibility for performance of supply obligations rests with EDF Energy Customers plc.