IMPORTANT INFORMATION (KEY TERMS)

We’ve summarised what we believe to be the key terms, but they’re all important and you may have a different view of what is most significant to you. That’s why it’s important you read our full terms and conditions. Check our website for further information if you have any questions. You can view terms and conditions at any time by visiting edfenergy.com/sme-business/tariffs/terms-conditions

CHARGES

You may need to pay an exit fee if this contract is ended before your Price Review Date. If you don’t pay in line with your payment method we will transfer you to our “Extended Supply Contract Terms.” You’ll get at least 5 days’ notice of this. You are ultimately responsible for any charges incurred in accordance with these terms.

RENEWAL

Before your contract comes to an end, we’ll write to you with your renewal options. We will automatically renew you on to a 12 month easy fix price tariff if we don’t hear from you. The renewal tariff can be ended with 30 days’ notice or renegotiated at any time.

DIRECT DEBIT WHOLE AMOUNT EVERY MONTH HOW IT WORKS

• If you don’t have a smart meter or your smart meter hasn’t provided EDF a read. Every month you’ll get a reminder from us asking to read your meter or pay your regular payment amount.
• If you give a valid meter reading by the date we ask you to, we’ll use this to send you a bill for the amount we’ll collect from your account for that month or three months. So you can be sure you’re paying for your actual use.
• We’ll also check your regular payment amount to make sure it’s set correctly and that you’re paying for what you use.
• If you don’t give us a reading, we’ll ask you to pay a ‘regular payment amount’ which we will work out by calculating how much energy we expect you to use in a year and dividing this into 12 equal payments. We look at any previous meter readings you’ve sent us or we’ve taken for you – if a meter reader visits your property for example. If you have less than two meter readings for your account, we will look at the size of your business and how you use your energy to make sure you’re paying the right amount.

Conditions of supplying energy

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

Please note, any reference to the word “energy” in these terms and conditions means electricity or gas (as applicable) which you have asked us to Supply to you, and which we have agreed to Supply to your Premises, subject to these terms. These terms shall apply separately in respect of each account under which you receive energy from us.

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

• the Supply of electricity through meters with a Profile Class other than 3 or 4;
• the Supply of energy to Unmetered Premises;
• the Supply of electricity through meters with a Profile Class

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

Unless we have agreed the supply contract over the phone, you must sign the contract (of which these conditions form part) and return it to us (by post, by email, online or by a hand held unit). Each contract is agreed when we accept your agreement, and from that point each of our rights and responsibilities under these conditions will come into effect.

If we enter into a supply contract with you, but we cannot start supplying energy to you because you have another supplier or we are unable to become your registered supplier for any reason which is outside of our control, then an administration charge of £250 might become payable by you.

We may carry out checks of your credit history and decide that the product, price and Payment Method you have chosen under your supply contract are not suitable for your circumstances or are not available for your current meter configuration. This might happen even after the contract has been agreed. If so, we will contact you and try our best to sort the problem out. However, this may mean that we will have to serve you in a different way. For example, if your meter type is not compatible with the product you have selected, we may have to arrange for a different type of meter to be fitted or we may have to ask you for a security deposit. If we cannot resolve these problems raised by the credit check, we will tell you and your contract will end automatically on the date we tell you.

If you choose your tariff, we will check that your regular payment amount is set correctly.

• If you don’t send us a meter reading, we’ll collect the amount shown on the regular payment amount.

We will collect the amount shown on the regular payment amount.

• You will receive a statement each year (known as your annual summary), showing how much energy you’ve used over the year – and how much you’ve paid.

• You can give us meter readings online or through our ‘no queue’ telephone service any time you like.

Just call 0333 200 5108. You’ll also be able to pay the revised amount of the Bill straightforwardly.

SIGNING UP FOR THIS TARIFF MEANS YOU AGREE TO:

• Manage your account entirely online – you won’t have access to our call centre, but our online Chat advisers and Help Centre are available 24/7.
• Provide a valid email address and register for MyAccount – if you prefer phone support, this tariff isn’t for you.
• Receive your bills, information and updates electronically – paper communication isn’t an option with this tariff.
• Pay your bills by Direct Debit Whole Amount Monthly and/or PAG.
• That if you do not have a smart meter you agree to have one fitted. You can arrange to have a smart meter installed by visiting edfenergy.com/getsmart or by calling us on 0333 200 5104. If you do not have a smart meter installed within 3 months of becoming eligible for a smart meter your contract will come to an end. We will then continue to supply you on our Extended Supply contract terms until:-
  • you enter into a new contract with us or
  • you change supplier.

If you have a non-standard meter type or for technical reasons we cannot install a smart meter, we will not transfer your tariff onto our Extended Supply contract terms.

Our Extended Supply contract has a different price to this tariff. You can find details at www.edfenergy.com/extendedSupplybusinessprices

Words and phrases

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

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


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

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

“Early Termination Fee” is a payment by you to the customer that is terminated before the end of your Fixed Term Period and this payment is calculated in accordance with clause 6.4.

“Easy Fix Prices” means the prices (updated annually) that you will be placed on after the end of the Fixed Term Period unless you have successfully switched to another Supplier immediately after your Price Review Date or you have agreed another contract with EDF.

“Energy Regulator” means Ofgem (the Office of Gas and Electricity Markets), set up by Parliament to protect the interests of energy customers. Their address is 9 Millbank, London, SW1P 3GE.

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

“Extended Supply Prices” means the price that you will pay for your energy Supply if you breach your contract.

These prices are available at: www.edfenergy.com/ExtendedSupplybusinessprices. Please note that these Extended Supply Prices may be higher than your existing prices or those quoted in your new price renewal notice.

“Fixed Term Period” means the length of time during which your prices are fixed as agreed between yourself and EDF, beginning on the Relevant Date.

“Green Deal Charges” means the charges that we must collect from you as part of the Government scheme for the collection through electricity Bills of charges for energy efficiency measures or improvements in accordance with any Green Deal Plan you may have entered into.

“Green Deal Plan” means an arrangement made by the occupier or owner of a Premises for a person to make energy efficiency measures or improvements to such Premises that are to be paid for wholly or partly in instalments through their electricity Bill, as further explained in Chapter 1 of the Energy Act 2011.

“Local Network Operator” means, for each of the Premises to be supplied under this contract, the company licensed as either an electricity distributor or gas transporter (as applicable) and that owns or operates the distribution network through which energy is delivered to your Premises.

“Local Metering Point Administration Service” means the service that keeps an electronic register of Premises connected to your Local Network Operator’s network and of the electricity meters responsible for supplying these Premises.

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

“New Prices” means Easy Fix Prices which are updated annually. These will be provided through the Statement of Renewal Terms and will apply from each Price Review Date.

“Ombudsman Services: Energy” is the United Kingdom’s gas and electricity alternative dispute provider approved by
1.4.3 you are taking a Supply of energy through an Exempt Distribution System and we are unable to start the Supply of energy.

1.4.2 we do not have all the information we require in order to enter into a contract with you and Supply to the Premises under this contract.

1.4 The conditions in this clause are that, on or after the Start Date will be within 21 days of the Relevant Date; or

1.3 Your Previous Supplier has prevented us from completing the Supplier Transfer because it has raised an objection to the Supplier Transfer.

1.2.3 One or more of the conditions in clause 1.4 applies.

1.11 For customers with Smart Meters: You understand by “Smart Meter” the meter and equipment we can use to measure how much electricity or gas (both) you are using, without having to visit your Premises. A Smart Meter means you can also see how much electricity or gas you are using.

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

1.7  You agree that:

1.6 We will Supply energy from the Supply Start Date at the stated rate if you do not already have a contract with anyone else for supplying the same type of energy at the Premises, and none of the conditions in clause 1.4 applies.

1.5 Subject to clause 1.2, where a condition in clause 1.4 applies, we will complete the Supplier Transfer as soon as is reasonably practicable and in any event within 21 days following the date on which the relevant condition ceases to apply (or if more than one condition applies, when all relevant conditions cease to apply).

1.4 You agree that the Premises are currently connected to the Local Network Operator's network to start) and that the Premises are currently connected to the Local Network Operator as the supplier responsible for the Supply of energy.
3.1 You have failed to comply with this contract or any of its terms in any way (and in particular, any of the circumstances at clause 6.6 apply to you); or

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

3.3 We will send you a Statement of Termination approximately 30 days prior to your Price Review Date, to let you know your New Prices. If you accept these New Prices then you do not need to do anything. Once you have signed or returned the Dispatch we will then notify you in writing of your New Prices. The Dispatch will apply until the next Price Review Date, unless you leave us in accordance with clause 6.1.

3.4 If you are in a Fixed Term Period and would like to leave us before your Price Review takes effect you must let us know 30 days prior to your Price Review Date. You will then be free to leave us immediately after your Price Review Date, provided you have no outstanding debt on your account and none of the provisions of clause 9.1 apply. If you provide us with notice less than 30 days prior to the Price Review Date you will be charged your New Prices after the Price Review Date until the required 30 day notice period has elapsed. You can give notice by telephoning us on 0333 009 7085 or you can give it in writing, online or post.

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

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

3.7 If you owe our previous supplier money for the energy they supplied to you at your Premises, or you owe money to one or our group companies for electricity or gas you previously paid for, we may take the right over to collect that money. You agree that we will be entitled to collect the money owed (plus our costs and charges) within a reasonable time.

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

3.9 Taxes, duties or levies (including VAT) are payable in addition to energy costs. The rates of taxes, duties and levies may be increased, decreased or abolished by us. Any taxes, duties or levies will also apply to the costs of processing, distributing, selling or supplying energy, whether we pay these taxes and other charges direct or refund someone else who is responsible for making the payments (such as the Local Electricity Distributor). You will be notified of any new taxes, duties and levies in advance.

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

3.11 If you do not pay any of the charges due to us by the date that we request you to pay them on our Extended Supply Prices which are published at www.edfenergy.com/supplyprices if we do this then this contract will continue to apply, but your prices may change.

4 Energy price, tariff features and charges

SIGNING UP FOR THIS TARIFF MEANS YOU AGREE TO:

• Manage your account entirely online – you won’t have access to our call centre, but our online Chat advisers and Help Centre are available 24/7.
• Provide a valid email address and register for MyAccount – if you prefer phone support, this tariff isn’t for you.
• Receive your bills, account information and updates electronically – paper communication isn’t an option with this tariff.
• Pay your bills by Direct Debit Whole Amount Monthly and/or PAYG.
• That if you do not have a smart meter you agree to have one fitted. You can arrange to have a smart meter fitted by calling our getsmart or by calling us on 0333 200 5104. If you do not have a smart meter installed within 3 months of being supplied with electricity, we will arrange to have one fitted. We will then continue to supply you on our Extended Supply contract terms until:

  - you enter into a new contract with us or
  - you charge supplier.

Our Extended Supply contract has a different price to this tariff. You can find out more at https://www.edfenergy.com/defaultfile/f00104_aw17q_iniline_e5_01.18.pdf if you have a non-standard meter type or for technical reasons we cannot install a smart meter, we will transfer your tariff onto our Extended Supply contract terms.

5 Billing and payments

5.1 We will provide you with a Bill (which will show you a breakdown of our charges) at least once a year, but we may send you a Bill more frequently. Where we confirm that you have overspent your limits we will send you an amount you owe us in line with your agreed Payment Method at any time.

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

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

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

5.5 You agree to pay us in whichever way we have agreed with you, and you agree to pay the amounts specified in each statement or Bill (which is based on an estimate of your consumption). You should pay the amounts specified on your statement or Bill by the Due Date. If you do not pay by the Due Date, we may charge you the way you agreed to pay for charges which are older than this.

5.6 If you are having difficulties paying, we will discuss your Payment Methods with you and try to help you, in line with our codes of practice. But we can only do this if you contact us to let us know. If at any time you owe us any outstanding charges and you issue us with a payment that doesn’t cover the charges in full, then you should advise us in writing at the time of making such payment which debt you would like us to credit it against. Where you do not specify which debt you would like your payment to be credited against, we have the right to apply that payment to whichever debt we consider to be most appropriate. For example, we may decide to apply the payment against those charges which have been outstanding for the longest period. In accordance with our obligations under Standard Licence Condition 38 and the Green Deal Arrangements, if such outstanding charges include Green Deal Charges then we will apply your payment in the relevant proportions due for the amount of Green Deal charges and charges for the Supply of electricity in each case.

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

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

5.9 Interest on the amount you owe us, which will be worked out at an annual rate of 2% above the lending rate of the Bank of England from time to time. We will apply this interest rate to the amount you owe us from the Due Date to the date we receive your payment.

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

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

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

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

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

5.13 If you are a Micro Business the following provisions will apply to you. We will give you a Bill or statement at least once a year, but we may send you a Bill or statement at any time, or in line with your agreed payment method and communication preferences. We will charge you for your energy usage based on an estimate of what we reasonably consider that you have consumed (or which we estimate you have consumed) for the period covered by your bill, up to a maximum period of twelve months except where the charges relate to consumption:

(a) We have previously taken steps to recover payment for charges which are older than this.
(b) We have not taken action to recover such older charges because of any act or omission on your part, or
(c) Any other circumstance applies which our regulator confirms that we may seek to recover charges relating to consumption that is older than twelve months.

5.13.2 Because we are only permitted to bill you for energy in accordance with the paragraph above, it is very important that you give us accurate information about your energy usage at least once a year, and so you must:

(a) provide us with an up to date and accurate meter reading at least once per year; or
(b) if you have a smart meter or other remotely read meter such as HH Metering or AMR Metering, allowing us to use it to take regular meter readings from you.

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

(c) Tell us if you have moved into new premises and are taking over any supply;

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

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

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

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

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

Where you have opted for electronic communications from us, or this is a requirement of the product you have selected, it is your responsibility to provide us with an accurate email address, and to let us know if this needs to be updated. By entering this contract you acknowledge and agree that failing to take one of the actions above at least once per year will obstruct us in trying to correctly charge you for the energy you use, and you agree that doing so would be manifestly
6 Security Deposit

6.1 In some circumstances, we may ask you to pay a Security Deposit. If we ask you to pay this, we will explain the procedure when we contact you. We may ask you to pay a Security Deposit either at the start of this contract or at a later date.

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

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

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

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

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

You can contact the business moves team by telephone on 0333 0009 7115; or

7.1.2 If you give us notice less than 30 days’ notice to end this supply contract by one of the following methods:

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

Write to: Freepost EDF CUSTOMER CORRESPONDENCE

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

7.2 When we have received proper notice under clause 6.1, we will prepare a final Bill for you, setting out all outstanding charges that you owe us. We may need to get a final meter reading for this (if this is the case, clause 2.3 will apply).

7.2.1 If you give notice to end this contract in line with clause 6.1 above, the supplier does not start supplying the Premises within 30 days of the expiry of your notice of termination, EDF will continue to Supply your Premises until the subject contract is ended.

7.2.2 Your existing contract with EDF for the Supply of energy will remain in full force and effect. Your energy will continue to be supplied to your Premises by EDF on your existing terms, except that 30 days after the expiry of the notice of termination:

a) The charges that you pay for your energy supply will be amended and you will instead be charged our Extended Supply Prices for the energy consumed at your Premises until such time as you owe us an amount equal to the revenue energy Supply is taken over by another supplier, or you enter into a new contract with EDF for the Supply of energy to your Premises which replaces this agreement, and

b) Where you are being supplied under our Extended Supply Prices, EDF will not raise an objection unless any of the circumstances in clause 9.2 apply in the event of a change in owner. Please refer to the application for Supply your Premises. Our latest Extended Supply Prices for each type of energy that are applicable at any particular time will be published at www.edfenergy.com/extendedsupplybusinessprices

7.3 If you do not give us proper notice under clause 6.1, this contract will remain in force in line with clause 1.9 and you will continue to be legally responsible for all charges under this contract until it properly comes to an end.

7.4 Conditions described under clause 6.4 are only applicable to Fixed Term Period contracts and not our Easy fix product.

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

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

(a) The Energy Component, plus

(b) The Fixed Cost Component

7.1.6 For the purposes of Clause 6.4.2:

(1) The “Energy Component” is an amount (in £) determined by us as follows:

(OMR − TMR) * USV

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

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

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

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

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

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

7.1.11 Where:

Unit Rate Charge (URC) means the rate we charge you for each unit of energy we supply to your Premises, later in your contract, or an outstanding balance. You will not be responsible for paying any charges which are due after the date you cease responsibility for the premises.

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

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

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

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

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

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

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

7.1.16 We are entitled to either:

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

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

a) You do not pay Your Bills in full and on time (or pay any Security Deposit that we have asked for); or

b) Your Payment Method changes. In particular, if you have agreed to pay by Direct Debit but then you do not do so or your Direct Debit stops or is cancelled, for whatever reason until you clear any outstanding balance, if applicable, and reinstate your Direct Debit. Also, if the change in the way you pay means we have to change any meter or associated metering equipment, we may charge you to cover these costs. In certain circumstances, we also may ask you to pay a Security Deposit (see clause 5 for more details);

c) You Threaten to stop paying your debts;

d) You do not carry out any of your other responsibilities under this contact;

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

f) The Energy Regulator directs another supplier, instead of us, to Supply your Premises;

g) Your Supply must be cut off under any of the energy supply industry arrangements which we have to comply with; or

h) There is a risk of danger to the public if the Supply is continued.

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

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

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

8 Our legal responsibility

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

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

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

8.4 Our liability to you is not otherwise excluded by anything in the Gas Act, 1986, the Electricity Act, 1989, our supply licence, or regulations that apply to our industry.

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

8.6 Each of the sub clauses 7.1 to 7.6 can be enforced separately. If, for any reason any of these conditions are found invalid, or for any reason any of these terms are found to be not valid or to be unreasonable, we may still enforce the rest of the clauses.

9 National terms of connection – Electricity Customers

We are acting on behalf of your Local Network Operator to make an agreement with you. The agreement is that you and
10 Objections

10.1 In addition to our other rights, if we receive notice that another supplier has applied to Supply any of the Premises, and if any of the circumstances in clause 9.2 apply, you agree that we can object to the relevant Local Metering Point Administration service to prevent the new supplier taking over the Supply to your Premises.

10.2 Clause 9.1 shall apply in any of the following circumstances:

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

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

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

10.2.4 The new supplier’s application is to start supplying any of your Premises before you give us proper notice that you want to end your Supply with us and that notice period has ended (see clause 6.1);

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

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

10.2.7 You have entered into a new contract with us after the date of this contract;

10.2.8 You have, by the terms of your contract, agreed that the new supplier’s application was made by mistake; or

10.2.9 We do not immediately enforce any rights we have under this contract, this will not affect our right to enforce these remedies.

10.3 You agree that you have read and understood our information policy (see section 11 below) and you agree:

10.3.1 To all its conditions; and

10.3.2 That the information you have given about yourself is correct, and;

10.3.3 That we may use your personal information as described within the policy.

11 Other conditions which apply

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

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

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

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

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

11.4.2 Your Local Network Operator asks us to stop supplying your Premises.
any other legal or regulatory authority.

12.7 We will process your personal data in connection with Green Deal. This may include collecting details of your Green Deal charges and payments collected from your Bills, using your personal data for the purpose of collecting your Green Deal Charges and sharing your data with third parties in order to meet the requirements under your Green Deal Plan. We may be required to disclose your personal data to the participants in the Green Deal Plan and other third parties including the Secretary of State, regulators and other law enforcement bodies. Where data transfers take place we will ensure that all third party processors apply adequate safeguards. A call list of the parties who may process personal data in relation to your Green Deal Plan is available from the GDAA Panel Secretary appointed by the Secretary of State. This list is available to view on line at www.greendealaorb.co.uk.

13 Feed in Tariffs

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

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

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

14 Making a complaint

Details of our complaint handling procedure can be obtained at edfenergy.com/time-complaints. Or call us on 0333 200 5108. You'll also be able to pay the revised amount all year round.

How we calculate your Direct Debit payments

We estimate how much we think you'll spend on your energy and set up a Budget Direct Debit plan, which we'll use to collect your energy payments. We then review your Direct Debit payments at each review.

Why your Direct Debit amount might change

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

How any debit or credit is balanced out

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

Direct Debit whole amount every month or every three months – how it works

• If you don’t have a smart meter or your smart meter hasn’t provided EDF a read. If you don’t have a smart meter or your smart meter hasn’t provided EDF a read. Every month you’ll get a reminder from us asking you to read your meter or pay your regular payment amount.
• If you give a valid meter reading by the date we ask you to, we’ll use this to send you a Bill for the amount we’ll collect from your account for that month or three months. So you can be sure you’re paying for your actual use.
• We’ll also check your regular payment amount to make sure it’s set correctly and that you’re paying for what you use.
• If you don’t give us a reading, we’ll ask you to pay a ‘regular payment amount’ which we work out by calculating how much energy we expect you to use in a year and dividing this into 12 equal payments. We look at any meter readings you’ve sent us or we’ve taken for you – if a meter reader visits your property for example. If you have less than two meter readings for your account, we will look at the size of your business and how you use your energy to make sure you’re paying the right amount.
• If you change your tariff, we’ll check that your regular payment amount is set correctly.
• If you don’t send us a meter reading, we’ll collect the amount shown on the regular payment amount.
• You will receive a statement each year (known as your annual summary), showing how much energy you’ve used over the year – and how much you’ve paid.
• You can give us meter readings online or through our ‘no queue’ telephone service any time you like.

Just call 0333 200 5108. You’ll also be able to pay the revised amount of the Bill straightaway.

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

Pay as you go is a quick and easy way to pay for your energy and the smart way to budget and keep track of your energy. You can buy EDF Energy customers Pay as you go units on our EDF Energy website and top up your Smart Meter with a Pay as you go unit. If you choose pay as you go as your Payment Method, this will operate in accordance with our ‘Pay As You Go Explained’ leaflet, which is available at https://www.edfenergy.com/smepaygpolicy or to request a copy contact us on 0333 009 7000. Pay as you go contains additional functionality including auto top up and low balance alert. For more information on how these functions work please visit https://www.edfenergy.com/smepaygpolicy.

Product Specific Conditions: As detailed in Condition 2.3

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

Property: The property which is to receive the supply of energy and as detailed in Your Energy Plan.

Separate Charges: As detailed in Condition 8.2

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

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

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

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

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

Website: edfenergy.com

Working Days: Any which is not a Saturday or Sunday or a public holiday.

you/your: The person or people detailed in Your Energy Plan.

Your Energy Plan: The plan or plans detailing the energy that you have purchased and including any Product Specific Conditions; the tariff and the term and other key information, which may vary from time to time as permitted by these General Conditions or the Product Specific Conditions.

Any reference to a day is a calendar day unless otherwise stated.

Any reference to “including”,” in particular” or “for example” or any similar phrase which follows a general rule will be an example of the general rule to which it relates and will not limit that general rule.