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/mybusiness/terms-

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 Prices”. You’ll get at least 7 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 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 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 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; or
• the Supply of energy to any Premises where the metering arrangements are not compatible with our Billing system.

If you are not sure which Profile Class your meter is in, please phone our helpline on 0333 200 5103.

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

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

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

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 installed by visiting edfenergy.com/getsmarthome 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 unless you:
  • enter into a new contract with us or
  • 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 Order” 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 an electricity distributor or gas transporter (as applicable) that has the same meaning as is given in the Electricity Act 1989.

“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 €2 million.

“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.

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

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

“Premises” means any part of any land, building or structure that you or your Local Network Operator need to install, maintain, test, remove, replace any lines, pipes, wires or cables and all other equipment connected with delivering or taking away energy.

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

“Price Review Date” means the last day of your Fixed Term Period and every subsequent anniversary of that date after which prices may change as notified to you in your Statement of Renewal Terms.

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

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

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

“Smart Meter” the meter and equipment we can use to measure how much electricity or gas (or both) you are using, without having to visit your premises. A Smart Meter means you can also see how much electricity or gas you are using.

“Statement of Renewal Terms” means a statement sent to you approximately 10 weeks before the Price Review Date and containing all the key terms that will apply after the Price Review Date, including your New Prices.

“Supplier Transfer” means, in relation to any Premises at which electricity or gas is supplied, the supplier is supplying energy (of the same kind as the energy that is the subject of your contract with us) on the day after the date on which this Contract expires. The Supplier Transfer is the transfer of responsibility for that Supply from that supplier to us.

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

“Supply Start Date” means the date we aim to start your Supply to the Premises under this contract.

1 Our responsibilities to each other

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

1.2 If, on the date that this contract is agreed (the “ Relevant Date” ), the Premises are being supplied by another energy supplier (the “Previous Supplier”), your Supply Start Date will be within 21 days of the Relevant Date unless:

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

1.2.2 you notify us that you do not wish the Supplier Transfer to take place, in which case we may still perform the Supplier Transfer but your Supply Start Date may not be within 21 days of the Relevant Date; or

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

1.3 Clause 1.2 does not affect our obligation to give you notice to terminate your contract in accordance with clause 6.1 or your right to charge you an Early Termination Fee, where applicable.

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

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

1.4.2 we do not have all the information we require in order to complete the Supplier Transfer, despite having taken all reasonable steps to obtain the missing information from you; or

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

(a) a connection between the Premises and the Exempt Distribution System, or the Exempt Distribution System and another relevant distribution system, has not yet been made; or

(b) a metering arrangement which is required in order for us to access the Exempt Distribution System is not in place; or

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

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 for more than one condition applies, when all relevant conditions cease to apply).

1.6 We will Supply energy from the Supply Start Date at the Premises you have told us you want us to Supply. This is on the condition that you have 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 apply on the Supply Start Date.

1.7 You agree that:

1.7.1 you are or the owner of the occupier of the Premises (or will be on the date that you want this contract to start) and that the Premises are currently connected to your Local Network Operator;

1.7.2 you are responsible for all pipes, equipment, wires and cables, and all other fittings used in connection with your Supply on the side of any electricity or gas meter (your side of the meter starts at the point at which energy leaves your readings for the meter type you have). You agree that you will maintain all pipes, equipment, wires and cables, and all other fittings that belong to you and keep them in good working order and in a safe condition at all times.

1.7.3 your Local Network Operator will deliver your Supply.

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

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

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

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

2 Access to Premises and meters

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

2.2 Your Local Network Operator runs the electricity distribution network or gas transportation (as applicable) through which they deliver the Supply to your Premises. They may also own the meter and any associated metering equipment which is used to measure the Supply to your Premises.

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

2.3.1 At any time if there is a possibility that somebody’s life or safety is in danger, or there is a possibility of damage to property or equipment.

2.3.2 Your Local Network Operator are entering your Premises under an Act of Parliament or any similar law relating to the delivery or Supply of energy.

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

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

2.4 You confirm that your Premises have, and are authorised to use metering equipment that can provide the information we need to provide and measure energy in line with your chosen product. You confirm that your metering equipment complies with relevant industry standards for security, accuracy and reliability. If you are not sure whether the metering equipment installed in your Premises is safe, accurate or reliable, you should contact us. If your Premises are not equipped with metering equipment that works with our systems, we may replace your product with one that we think is appropriate for your meter. This may mean we will need to charge the price you charge you under these conditions. You may also need to replace your meter (we may charge you for this). If we cannot support your meter, we will tell you and your contract will end. We may also cancel the contract if we want to. You may also charge you if we have to end your contract.

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

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

2.7 If you take a Supply of energy through a Prepayment Meter and you use an electronic or token meter, you must make sure you buy enough units of energy to cover the amount of energy you use. You must keep the Prepayment Meter key or card (or other device used to put credit on the meter with units) clean, safe and free from damage. We may ask you to pay any costs we incur as a result of you not looking after your Prepayment Meter key or card.

2.8 You must only use the most recent Prepayment Meter key or card (unless we tell you otherwise) to put credit on your Prepayment Meter, or else your meter may not be updated with the correct pricing information and this may result in you paying a higher price for your Supply.

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

2.10 If you have a “Smart Meter” you agree that:

(a) if and the in-home display device must not be removed from the Premises without our permission;

(b) We may use it to remotely monitor the energy you use;

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

(d) We may use information from it to work out your Bill, offer you alternative payment options or provide new products (including via any associated in-home display device) and for any other purposes in line with the information policy; and

(e) From time to time the information from your Smart Meter may not correctly reflect the energy you have used. In such circumstances, we reserve the right to apply the correct charges which will be applied to your Smart Meter at our discretion.

3 Prices and changes to these conditions

3.1 When you enter into a supply contract with us we will give you written details of the initial prices of energy and your Payment Method. These form part of your contract. We may change these prices from time to time in line with these conditions.

3.2 Prior to the annual Price Review Date we will only increase the prices we have agreed with you (which you will be advised of when you first enter into your supply contract with EDF and in each subsequent Statement of Renewal Terms) if either:

• 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 installed by calling 0333 200 5104 or by calling us on 0333 200 5104. If you do not have a smart meter installed within 3 months of being supplied with the New Prices you will be charged your New Prices after the Price Review Date.
• 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 details of it at https://www.edfenergy.com/extendedsupplybusinessprices

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, at any time, or in line with your agreed payment method, for example, from Direct Debit or a Prepayment Meter Key or card. If your Payment Method changes, the price we charge you may change to reflect this. Also, if we need to change any energy meter or associated equipment because the Payment Method has changed, we may charge you to cover these costs. We have the right to offset any credits or debits you may have against any goods or services we Supply against any credits or debts you have in connection with any goods or services we Supply to you. For example, if your electricity account is in credit, we can use that credit to pay off a debt on your account.

5.2 Our Bill or statement may be based on a reasonable estimate of how much energy you use. Based on information that has been sent to you, or on your previous 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, then we may make a reasonable estimate of the amount of energy you have used and send you a statement or Bill. However, we may also wait until we have received the required information. If the meter you use is an older meter or Bill we have sent you to has been based on information that is not accurate or complete, we will make any necessary adjustments and credit any surplus. You can give notice by telephoning us on 0333 009 7085 or you can give it in writing, online or post.

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 before we first read your meter or when your Supply contract with us ends (whichever is first). We may use that estimate as the basis for working out the charges you should pay for energy supplied during that time.

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 (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 for any interest, for example, from Direct Debit to a Prepayment Meter key or card. If your Payment Method changes, the price we charge you may change to reflect this. Also, if we need to change any energy meter or associated equipment because the Payment Method has changed, we may charge you to cover these costs. We have the right to offset any credits or debits you may have against any goods or services we Supply against any credits or debts you have in connection with any goods or services we Supply to you. For example, if your electricity account is in credit, we can use that credit to pay off a debt on your account.

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 and set out only if you contact us to let us know. If at any time you owe us any outstanding charges and you issue us with a payment that does not cover these charges in full, then you should advise us in writing at the time of making such payment which debt you would like us to credit it against. Where you do not specify which debt you would like your payment to be credited against, we have the right to apply that payment to whichever debt we consider to be most appropriate. For example, we may decide to apply the payment against those charges which have been outstanding for the longest period. In accordance with our obligations under Standard Licence Condition 38 and the Green Deal Arrangements, if such outstanding charges include Green Deal Charges then we will apply the 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 We have the right to ask you for, and you must pay, any reasonable expenses we incur in obtaining the money you owe us under this contract, including costs associated with disconnecting, reconnecting or replacing a meter (or both).

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 any outstanding charges can be paid for by 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 indicate a bill or statement may apply to you. We will charge you for any time, or in line with your agreed payment method and communication preferences. We will charge you for your energy usage based on your agreed payment method and communication preferences. Where you are a Micro Business you may consider to be most appropriate. For example, we may indicate a bill or statement may apply to you. We will charge you for any time, or in line with your agreed payment method and communication preferences. Where you are a Micro Business you may consider to be most appropriate. For example, you have already taken steps to recover payment for charges which are older than this.

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

5.15 Any other circumstances which applies which our regulator confirms that we may seek to recover charges relating to consumption that is older than twelve months.

5.16 Because we are only permitted to bill you for energy in accordance with the paragraph above, it is very important that we can keep track of the energy you have used and send you a statement or Bill, up to a maximum period of twelve months except where there are circumstances which applies which our regulator confirms that we may seek to recover charges relating to consumption that is older than twelve months.

6 Energy price, tariff features and changes

6.1 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).

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

6.3 We will send you a Statement of Renewal Terms approximately 2 weeks before 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 accepted the New Prices, the New Prices will apply until the next Price Review Date, unless you leave us in accordance with clause 6.1.

6.4 If you are in a Fixed Term Period and would like to leave us before your Fixed Term Period takes effect you must let us know as soon as possible prior to your Price Review Date.

6.5 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 expired. You can give notice by telephoning us on 0333 009 7085 or you can give it in writing, online or post.

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

6.7 If you owe your previous supplier money for the energy they supplied to you at your Premises, or you owe money to one of our group companies for electricity or gas you supplied to you, we may take the right over to collect that money. You agree that we will be entitled to collect the money (plus our expenses) up to the amount of any outstanding debts.

6.8 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), you will form part of your Supply contract. We will send details of these terms to you separately where they apply to you.

6.9 Taxes, duties or levies (including VAT) are payable in addition to energy costs. The rates of taxes, duties and levies may be increased from time to time by the taxing authorities. 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 Authority). Any increase in VAT we may add to your bill to cover increased taxes and levies.

6.10 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 Premises (such as Green Deal Charges) which we are obliged to collect for you.

6.11 If you do not pay any of the charges due to us by the date that we request then we may put you on our Extended Supply Prices which are published at: www.edfenergy.com/extendedsupplyprices

For now 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 advisors 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.

• If you do not have a smart meter you agree to have one fitted. You can arrange to have a smart meter installed by calling 0333 200 5104 or by calling us on 0333 200 5104. If you do not have a smart meter installed within 3 months of being supplied with the New Prices you will be charged your New Prices after the Price Review Date.

• 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 details of it at https://www.edfenergy.com/extendedsupplybusinessprices
unreasonable.
For the purpose of this section a "Micro Business" means a company which either:
(a) consumes less than or equal to 293,000 kWh of gas a year;
(b) consumes less than or equal to 100,000 kWh of electricity a year;
or
(c) has fewer than ten employees (or their full-time equivalent) and an annual turnover or annual balance sheet total not exceeding £2,000,000.

6 Security 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 any time after the date you cease responsibility 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.

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.

7.1.2 If you give us no less than 30 days' notice to end this contract, this will take from any money that you owe us for the Supply.

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

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

7.4.2 The Early Termination Fee shall be the sum of the following components, as calculated by us:
(a) The Energy Component; plus
(b) The Fixed Cost Component

7.4.3 for the purposes of Clause 6.4.2
(a) "Energy Component" is an amount (in £) determined by us as follows:
OMR – TMR* x USV
Where:
Original Market Rate (OMR) shall be a rate per unit of energy (in £/kWh), determined by us, based on the market prices when we bought the energy for your Agreement;
Termination Market Rate (TMR) shall be a rate per unit of energy (in £/kWh), determined by us, based on the market prices when the Termination Fee is calculated;

7.4.4 Unsupplied Volume (USV) means an amount of energy (in kWh) which we forecast you would have consumed from the date the termination of this Agreement takes effect until the date your Fixed Term Period was due to expire had the Agreement not been terminated early, such amount to be determined by us based on information that we have about your Premises and how much energy you use at the Premises. Provided that where the sum of the above calculation is negative, or zero, there shall be no Energy Component.
(b) The "Fixed Cost Component" is an amount (in £) determined by us as follows:
Contract Percentage (CP) shall be the percentage that we notify you that you will have to pay to us at the termination of this Agreement, 5% if you agreed your contract directly with EDF or 10% if you came indirectly via a Third Party Intermediary (TPI);

7.4.5 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 supplier or agree a new contract with us. If you have an outstanding balance (including an Early Termination Fee) on your account we may object to you transferring to a new supplier until this has been paid.

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

7.4.7 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.

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

7.6 We are entitled to:

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

7.6.2 Place you onto our Extended Supply Prices, in which case this contract will continue in full force and effect if:
(a) You do not pay Your Bills in full and on time (or pay any Security Deposit that we have asked for);
b) Your Payment Method changes. 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 contract;
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.

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

7.8 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.

7.9 If we end your supply only early, this will not affect any of the conditions in this contract about your Tariff or anything beyond our reasonable control (for example, because of something that another supplier or a distributor, transporter or shipper has done), you will not be able to claim that we have broken our arrangements with you under this contract.

7.10 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 Our legal responsibility
8.1 We are only legally responsible to you as set out in these conditions. We have no other duty or legal responsibility to you. All other legal responsibilities, guarantees, and any other rights or duties 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 in a way that is beyond our reasonable control (for example, because of something that another supplier or a distributor, transporter or shipper has done), you will not be able to claim that we have broken our arrangements with you under this contract.

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

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

8.5 This clause 7 as a whole applies even after this contract has ended. It applies to all other agreements in this contract. But nothing in this contract overrides any rights or responsibilities that we have under the Gas Act 1986, the Electricity Act 1989, our supply licence, or regulations that apply to our industry.

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

8.7 Each of the sub clauses 7.1 to 7.6 can be enforced separately. If, for any reason, one of the sub clauses is found to be invalid or 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
your Local Network Operator both accept the National Terms of Connection (NTC) and agree to keep to the conditions of the NTC. This will happen from the time that you enter into this contract and it affects all future rights.

The NTC is a legal agreement. It sets out your rights and responsibilities in relation to the connection at which your Local Network Operator delivers electricity to, or accepts electricity from, the Premises for your business. If you want a copy of the NTC or have any questions about it, please write to: Energy Networks Association, 4 More London Riverside, London, SE1 2AU. You can also phone 020 7706 5100 or visit: http://www.energynetworks.org/.

10 Objections

10.1 In addition to our other rights, if we receive notice that another supplier has supplied 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 debt with one of our group companies, that relates to supplying energy (or providing services in connection with your energy supply) to your Premises;

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

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

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 to object to the new supplier’s application;

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

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

10.3 We have the right:

• to object to the new supplier’s application to begin supplying your Premises because you owe money to us, and
• only if we receive full payment of all money you owe us under your contract including the Early Termination Fee (where applicable);
• if all objection reasons that were stated are cleared.

we will not object to your new supplier reapplying. If your new supplier has not reappplied, your contract will remain in full with clause 1.9 and clause 9.1 and will once again apply to any new applications by new supplier.

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 sub-contract 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 that contract (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.
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 5103 (8am to 6pm Monday to Friday) to request a free copy by post.

15 Direct Debit rules
Direct Debit is an easy way to pay for your energy and helps you budget for your Bills. Not all tariffs are eligible for Budget Direct Debit.

**Budget Direct Debit**

To pay using our Budget Direct Debit plan we first need to agree a fixed amount to cover your energy costs. It's good value too – because you’ll benefit from a lower unit rate for your energy.

**Reviewing your Direct Debit payments**

How we calculate your Direct Debit

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

**How Budget Direct Debit reviews work**

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

**Why your Direct Debit amount might change**

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

How any debit or credit is balanced out

Once we’ve completed your review, if we have an up-to-date meter reading for you and we find your account is in credit, we’ll refund you. If your account is in 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 and is also an easy route to a Custom Pay with a Smart Meter. Pay on the app, online, in-store or over the phone. If you choose pay as you go as your Payment Method, this will operate in accordance with our ‘Pay As You Go Explained’ leaflet, which is available at https://www.edfenergy.com/onepayerpolicy 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/ onepayerpolicy.

**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.