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/tme-business tariff/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 the right amount.

• 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 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 in accordance with 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 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 an assessment 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. So, if we will contact you and try our best to sort the problem out. However, this may mean that we will have to serve notice on you. For example, if your meter type is not compatible with the product you have selected, we may have to arrange for a different type of meter to be fitted or we may have to ask you for a security deposit. If we cannot resolve these problems raised by the credit check, we will tell you and your contract will end automatically on the date we tell you.

Please call us on 0333 200 5103 to find out which credit reference agency we have used and their contact details if you do not agree with our credit rating. We may change the credit agencies we use from time to time.

We may be willing to accept the supply contract even if the information you have provided is not complete, correct or clear.

If we do, we may begin your Supply under different conditions from those you expected. We will always apply the conditions that we consider to be the most appropriate for your situation.

Words and phrases

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

“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 where the Contract 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 charged on or 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 collect from you as part of the Government scheme for the collection through electricity Bills of charges for energy efficiency measures or improvements in accordance with any Green Deal Plan you may have entered into.

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

“Green Deal Prices” means Prices at which Green Deal Charges are owed for the installation of energy efficiency measures or improvements, pursuant to a Green Deal Plan.

“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) to supply electricity or gas to the Premises, as the case may be, and which 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.

“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 £2milion.

“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

Fixed for Business

Online

•  Pay your bills by Direct Debit Whole Amount Monthly and/or PAYG.

•  Receive your bills, account information and updates electronically – paper communication will only be sent if you request it.

•  Have the convenience of contacting us 24/7 for a quick answer to your queries.

•  Make sure you’re paying the right amount.

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

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 in accordance with 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 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 an assessment 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. So, if we will contact you and try our best to sort the problem out. However, this may mean that we will have to serve notice on you. 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.
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 payment type which may be either by Direct Debit, cash or cheque, pay as you go or any other method we determine, that apply to your Supply and form part of your contract.

“Prepayments” means any part of any land, building or structure that you request to be supplied to that contract and in which the Supply is used wholly or mainly for business purposes.

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

“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 (or any part of the same) Premises.

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

“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, containing all the key terms that will apply after the Price Review Date, including your New Prices.

“Supplier” means a person or company to which we have granted the power to supply energy. We are the Supplier unless another is specified.

“Supplier Transfer” means that you notify us that you do not wish the Supplier Transfer to start and that the Prepayments are to be returned to you.

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

“Supply Start Date” means the date we tell you that the Supply Start Date will be within 21 days of the Relevant Date.

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 day you request it any later; where applicable.

1.2 If, on the date that this contract is agreed (the “Relevant Date”), the Prepayments 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 your obligation to give us notice to terminate your contract in accordance with clause 6.1 or your right to charge us 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, and we cannot supply to you until we obtain that information from another source; or

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

(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 or mitigate.

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 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 Prepayment Levels that we have told you we will Supply to this. This is on the condition that you do not already have a contract with anyone else for supplying the same type of energy at the Prepayment Levels, 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 the owner or the occupier of the Premises (or will be on the date that you wish this Supply contract to start) and that the Prepayments 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 the Supply on your side of any electricity or gas meter (your side of the meter starts at the point at which energy leaves your readings for the meter and the meter display will no longer show your energy usage. We’ll 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) wherever we require access, including agreeing to us gaining remote access to your metering equipment in accordance with these terms.

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 associated 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 if there is a possibility of damage to property or the network; or your Local Network Operator are entering your Premises under an Act of Parliament or any similar law relating to the delivery of electricity or gas; or

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

2.3.3 At all reasonable times if we or your Local Network Operator are entering your Premises under an Act of Parliament or any similar law relating to the delivery of electricity or gas; or

2.3.4 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.

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, yet you have not notified us of the obstruction, and you are responsible for the cost of doing this.

2.4 You confirm that your Prepayment Meter is safe, accurate or reliable, you should contact us. If your Prepayment Meter is not equipped with metering equipment that can provide the information we need to provide and measure energy in line with your chosen product. You confirm that your metering equipment complies with relevant industry standards as to safety, accuracy and reliability.

2.5 If you are not sure whether the metering equipment installed in your Premises is safe, accurate or reliable, you should contact us. If your Prepayment Meter is not equipped with metering equipment that can provide the information we need to provide and measure energy in line with your chosen product. You confirm that your metering equipment complies with relevant industry standards as to safety, accuracy and reliability.

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 charge you 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:

(a) 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 appropriate tariffs and other products (including via any associated in-home display device) and for any other purposes in line with the information policy; and

(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 on your behalf.

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. 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 agents 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.

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

(a) it 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 appropriate tariffs and other products (including via any associated in-home display device) and for any other purposes in line with the information policy; and

(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 on your behalf.
3.2.1 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

3.2.2 any obligation or cost imposed on us in connection with providing electricity, 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 increases 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 Renewal Terms temporarily 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.

3.4 If you are in a Fixed Term Period and would like to leave us before your Price Review Date you must let us know at least 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 expired. You can get notice by telephoning on 0333 009 7085 or you can give it in writing, online or post.

Write to: Freepost EDF CUSTOMER CORRESPONDENCE Online at: www.edfenergy.com/noticetoleave

3.5 where we are entitled to change the conditions of your contract in order 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 cause them to run up costs beyond those they would normally run up in carrying out their responsibilities as an electricity distributor or gas transporter, we may charge you any reasonable costs we have to pay as a result.

3.7 If you owe your previous supplier money for the energy they supplied to you at your Premises, or you owe money to us or one of our group companies for electricity or gas (or both) supplied to you, we may take the over the right to collect that money. You agree we will be entitled to collect the amount you owe us or our group companies and recover any costs associated with doing so 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), they 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 changed during the term of your contract and new taxes, duties and levies may be introduced. Any taxes, duties or levies will also apply to the cost of processing, distributing, transporting, selling or supplying energy, whether we pay these taxes and other charges direct or refund someone else who is responsible for making the payments (such as the Local Electricity Authority or National Grid Company). Where there are new taxes, duties or levies, we will notify you of the changes as soon as possible.

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 Premises (such as Green Deal Charges) which we are obliged to pay.

3.11 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/noticetoleave

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.
- Pay your bills by Direct Debit Whole Month and/or PAYG. 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.

5 Billing and payments

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

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 we think you use. You must pay the amount specified on your Bill or statement, including where this is based on an estimate of your energy consumption. Where we send you an estimate of how much energy you use, we will ask you to provide us with your own meter reading, or to arrange for us to read your meter. However, we may arrange to read your meter and issue a replacement statement 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 or available, we may make a reasonable estimate of the amount of energy you have used and send you a statement or Bill. (However, we may also wait until we have received the required information). We check if any discovery of your meter or we have reason to believe the information that is not accurate or complete, we will make any necessary adjustments and, if necessary, send you a new statement or Bill as soon as we can.

5.4 If you do not get a valid meter reading that has been taken immediately before the Supply Start Date, we may estimate the amount of energy supplied to your Premises from the Supply Start Date until we first read your meter which is our reasonable view (whichever is first). We may use that estimate as the basis for working out the charges you should pay for energy supplied during this time.

5.5 You agree to pay us in whichever way we have agreed to, and you agree to pay the amounts specified in each statement or Bill in full (even if it 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 the Due Date, we may change the way you pay for (from Direct Debit to a Prepayment Meter or key 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 will charge you to cover these costs. We have the right to offset any credits or debts you may have in connection with any goods or services we Supply to you 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 of practice. But we can only do this if you contact us 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 elsewhere 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 codes of practice under Standard Licence Condition 38 and the Green Deal Arrangements Agreement, if such outstanding charges include Green Deal Charges, then your payment will be applied to the relevant proportions due for the amount of Green Deal Charges and charges for the Supply of electricity in each year during which the charge applied.

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:

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

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

5.9 We have the right to ask you for, and you must pay, any reasonable expenses we have incurred in recovering 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 any year. Where you pay for your energy based on the amount of energy we reasonably consider that you have consumed (or which we estimate you have consumed) for the period covered by your bill, up to a maximum period of twelve months except where the charges relate to circumstances where:

a) We have previously taken steps to recover payment for charges which we reasonably consider to be most appropriate. For example, we may have previously taken steps to recover payment for charges which relate to circumstances where:

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

c) Any other circumstances apply which our regulator considers to be most appropriate.

5.13.2 Because we are only permitted to bill you for energy in accordance with the paragraph above, it is very important that we receive accurate and up to date information about your energy use at least once per year, so you must:

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

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

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

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

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

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

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

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

5.13.3 You have the right to make a complaint about a meter reading. For example, if you think there is a problem with your meter reading, you can contact us on the number shown on your latest meter reading note or by calling 0333 009 7085.
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 oblige us in trying to correct any charges for the energy you use and you agree that doing so would be manifestly unreasonable.

for the purpose of this section a “Micro Business” means a company which either:

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

6 Security 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 during the contract.

6.2 Unless it is reasonable for us to keep a Security Deposit for a longer period, we will give 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 day 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 no less than 30 days’ notice to end this supply contract by one of the following methods: you can give us notice by telephone on 0333 200 5003 or you can give us notice in writing, online or post. Write to: Freepost EDL CUSTOMER CORRESPONDENCE

Online at: www.edfenergy.com/notetodeclare

(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 but another supplier does not start supplying the Premises within 30 days of the expiry of your notice of termination, EDF will continue to Supply you subject to the provisions of clause 6.2.2 below.

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 your relevant energy supply is taken over by another supplier, or you enter into a new contract with EDF for the Supply of such 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 that a new supplier makes an application to 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/extendedsupplyprices

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 Early 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 our other rights, charge you an Early Termination Fee.

7.4.2 The Early Termination Fee will 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) The “Energy Component” is an amount (in £) determined by us as follows:

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

Unsupplied Volume (USV) means an amount of energy (in kWh) which we forecast you would have consumed from the date the termination of this Agreement takes effect until the date your Fixed Term Period was due to expire had the Agreement not been terminated; or

Unsupplied Volume (USV) means the number of days in your Fixed Term Period multiplied by the quantity 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: (OMR x USV) + (TMR x USV) = CP

Where:

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

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

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

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

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

7.4.4 If you wish to end your Agreement with us before the expiry of your Fixed Term Period and further provided 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.

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

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 Direct Debit product and you will be charged 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 You agree that the Early Termination Fee represents a penalty for us being responsible to you for any loss which you have as a result of your legal responsibility to any other person.

7.8 Each of the sub clauses 7.1 to 7.6 can be enforced separately.

8 Your 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 conditions 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 for some reason that is beyond our reasonable control (for example, because of something that another supplier or a distributor, transporter or shipper has done), you will not be in a position to claim damages against us, or to recoup any of the money paid by us, without a jury.

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 are not legally responsible to you for any losses which you have as a result of your legal responsibility to any other person.

8.4 Your liability to us is not otherwise excluded by anything in this clause 7. Our total legal responsibility to you under this contract is limited to £1,000 for one incident, or a total of £10,000 in relation to all claims against us in relation to this contract. Our legal responsibility to you is not limited where we have committed fraud or have caused death or personal injury.

8.5 This clause 7 as a whole applies even after this contract has ended, and overrides any other agreements in this contract. But nothing in this contract overrides any other rights that you 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 your contracted prices or otherwise.

8.7 Each of the sub clauses 7.1 to 7.6 can be enforced
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 (pass to a third party) 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 the 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 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 your 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.

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

11.6 We may sometimes monitor and record calls that you or we make. This is to improve the quality of the service we give you and to train our employees. For more information on how to make a complaint about any of our services, please see the end of these conditions.

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

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

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

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

11.10 Climate Change Levy ("CCL")

No amounts that you are required to pay in line with clauses 3 and 4 of this contract include the CCL.

Where the CCL applies, we will add the CCL to your prices at the relevant rate from time to time. If you do not have to pay the CCL, it is your responsibility to provide us with evidence of this by sending us your supplier certificate (form PP1 1) to the following address, Free of CUSTOMER CORRESPONDENCE. We have the right to continue to charge you extra for the CCL until you send us your supplier certificate to the address above.

11.11 Times applying to relevant electricity meters.

• Standard tariff – the day unit applies at all times.
• Economy 7 tariff – night units apply for seven hours a night. Your Local Network Operator decides the actual times at which the night units apply. Day units apply at all other times.
• Evening and weekend tariff – your Local Network Operator network operator decides the times at which evening and weekend units apply.

11.12 This contract is governed by English law and any disputes shall be heard exclusively in the courts of England and Wales.

12 Information policy

12.1 You agree that we, for free, charge, any information that we reasonably ask for so that we do any of the following things:

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

12.2 We agree that we will share your information with other organisations in connection with the purposes set out in clause 11.1 and clause 12.1 above and for the purposes of developing our processes and improving the products and services we can offer our customers. This may include sharing your information with your joint energy account holder, or with the bank account holder of any Direct Debit instruction we are given in relation to your account with us, or with your TPR in certain circumstances. We may also share information between any of your accounts with us or any of your group companies.

12.3 Before we can transfer your energy supply to us we may need to know that you have found out the details of any outstanding debt you may owe them. If we need to change appointed agents (such as meter readers), we may need to give the new agents details about you and your account. If you take part in one of our loyalty schemes, we may also give your information to the loyalty scheme provider so the provider can run that loyalty programme in line with the agreed rules of that programme. If you give us information to carry out a credit check, we will use your information to do the following:

• To check your details with a fraud protection agency or agencies. If you give us false or inaccurate information and we suspect fraud, we will record this;
• To help make decisions about credit and credit-related services, for you and your business;
• To help make decisions on motor, household, credit, life and other insurance you have asked us to provide or that you have already claimed to have;
• To trace people who owe us money, get back money we’re owed, prevent fraud, and to manage your accounts or insurance policies;
• To check your identity to prevent money laundering, unless you give us other proof of your identity and we are happy with this approach.

If you give us your information for a particular purpose, we will only use your information for that purpose.

Further details of the ways in which we can check your records with, and provide information to, CRAs and social landlords can be found at https://www.edfenergy.com/privacy/.

If you give us your information for a particular purpose, we will only use your information for that purpose.

By entering into your energy contract, you agree to your information being used and shared in line with this policy. When you enter into your energy contract, you can choose whether or not the information we collect about you is shared with others (for example, from an account with them). If you have concerns about how these other companies are using your information, please contact them directly. If you have any questions about the information we are holding about you and how we are using it, or if you believe that the information we have about you is not correct or needs to be updated, please contact us (on 0333 009 7085). If you give us false or inaccurate information for a particular purpose, we will only use your information for that purpose.

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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 (Bam 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 exclusive to customers with a Smart Meter. Pay on the spot, as you use it, for up to one of the other profit, if you choose pay as you go as your Payment Method, this will operate in accordance with your ‘Pay As You Go Explained’ leaflet, which is available at https://www.edfenergy.com/smeppolicy 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/ smeppolicy.
- 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 supplied to one of the other profit’s if you choose pay as you go as your Payment Method, this will operate in accordance with your ‘Pay As You Go Explained’ leaflet, which is available at https://www.edfenergy.com/smeppolicy 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/smeppolicy.

We/Us/Our: EDF is a trading name used by EDF Energy Customers Ltd, Reg. No. 02226297 whose Registered Office is at 90 Whitfield Street, London, W1T 4EZ, incorporated in England and Wales.

Supply Licence: Our licence to supply gas and/or 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.