IMPORTANT INFORMATION (KEY TERMS)

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

CHARGES

If you have come to us through a third party intermediary (TPI), we will have notified you of any TPI Costs as part of your contract pack. 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. If you choose to leave us before the end of the Fixed Term Period, we will transfer you on to Extended Supply Contract Prices for the energy you use and for as long as you are with us.

RENEWAL

We will write to you 60 days before your Price Review Date with your price renewal options. Unless you switch your energy supply away from us at the end of the Fixed Term Period, you will automatically be transferred onto our Easy Fix Prices, which may be higher than charges under a Fixed Term Period and prices quoted in a price renewal notice.

ENDING THE CONTRACT

If you wish to end this contract as per its terms, during the Fixed Term Period, you may have to pay an Early Termination Fee, and you will be transferred on to Extended Supply Contract Prices as per your contract terms. After the Fixed Term Period you do not need to give notice to end this contract, but will be charged an Early Termination Fee, but you will be charged for the energy you use, and are free to leave EDF where you have cleared any outstanding balance with us.

At the end of the Fixed Term Period, or at any point after each Price Review Date, you may let us know that you do not want to transfer on to Easy Fix Prices or renew your Easy Fix Prices (as applicable). If you do let us know, we will transfer you on to Extended Supply Contract Prices for as long as you are with us.

DIRECT DEBIT WHOLE MONTH 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, 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.

Conditions of supplying energy

These conditions apply if you are a business customer (which includes a Micro Business customer) and are using our electricity and/or gas services to Supply your Premises. Please note, any reference to the word “energy” in these terms and conditions means electricity or gas (as applicable) which you have asked us to Supply to you, and which we have agreed to Supply to your Premises, subject to these terms. These terms shall apply separately in respect of each account under which you receive energy from us.

However, unless we (EDF) have agreed otherwise in writing, these conditions do not apply to:
- the Supply of electricity through meters with a Profile Class other than 3 or 4;
- the Supply of energy to Unmetered Premises; or
- the Supply of electricity through meters with a Profile Class other than 3 or 4;
- 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.

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 licences.

“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 7.4.

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

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

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

“Extended Supply Prices” means the price that you will pay for your energy Supply if you breach your contract. These prices are available at: www.edfenergy.com/extendedsupplybusinessprices

Please note that these Extended Supply Prices may be higher than your existing prices or those quoted in your new price renewal notice.

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

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

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

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

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

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

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

1.3 Clause 12 does not affect your obligation to give us notice to terminate your agreement in accordance with clause 6.1 or our right to charge you an Early Termination Fee, where applicable.

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

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

1.4.2 we, or our authorised representatives, do not have from you any information to conduct the Supplier Transfer 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:

1) 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

2) a metering arrangement which is required in order for us to access the Exempt Distribution System is not in place.

1.5 Subject to clause 12, 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 5 Working Days following the date on which the relevant condition ceases to apply (or if more than one condition applies, when all relevant conditions cease to apply).

1.6 We will Supply energy from the Supply Start Date at the Premises you want to Supply. Since you have instructed us to Supply 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 Premises, and none of the conditions in clause 1.4 applies 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 want this Supply contract to start) and that the Premises are currently connected to your Local Network Operator’s network.

1.7.2 you are responsible for all pipes, equipment, wires and cables, and all other fittings used in connection with the Premises and all other conditions that we use in connection with the Premises.

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 as the supplier responsible for the Supply to your Premises, energy passing through your meter (or meters) supplied to your Premises will be billed to you by your Local Network Operator in your supply contract, even if you have a contract for the Supply of that type of energy to your Premises with any other supplier.

1.10 Notwithstanding Clause 8.2, in the event that the Supply of gas to your Premises is temporarily interrupted we will pass on any relevant compensation payments we receive from your transporter as a result of such a temporary 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 and your in-home display will no longer show your energy usage. Well contact you once your switch is complete and confirm if we're able to switch your meter to a traditional meter for not.

2 Access to premises and meters

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

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. This is a responsibility of 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 and contractors or sub-contractors) to have safe and full free access to your Premises and metering equipment, wires and cables, and all other fittings that we use in connection with the Supply of energy to your Premises.

2.4 At any time if there is a possibility that somebody’s life or safety is in danger, or if there is a possibility of damage to property, or if we or your Local Network Operator are entering your Premises under an Act of Parliament or any similar law relating to the delivery or Supply of energy.

2.5 At all reasonable times if we or your Local Network Operator need to install, maintain, inspect, test or replace any lines, and/or other equipment connected with delivering or measuring energy.

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

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

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

2.8 If you are not sure whether the metering equipment installed in your Premises is correct, you should contact us. If your Premises are not equipped with metering equipment which works with our systems, we may replace your product with one that we think is appropriate for your meter. This may mean we will need to change the price we charge you under these conditions (see clause 3.1) or that you may need to replace your meter (we may charge you for this). If we cannot support your meter, we will tell you and your contract will end automatically on the date we tell you. We may also charge you if we have to end your contract for this reason.

2.9 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 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.

2.10 We will not be responsible for any fault or for something that happens after 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.

If you take a Supply of energy through a Prepayment Meter and you use an electronic or token meter, you must make sure you let us know if you are unable 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) 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 or card (or key).

2.11 You must use only 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 and contractors or sub-contractors to remove 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 replacement that we agree appropriate compensation for
the value of the meter.

2.10 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);
(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 accurately reflect the energy you have used. In such circumstances, we reserve the right to apply the correct charges which will be applied to your Smart Meter or reflected in a separate Bill.

3 Prices 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 for the Fixed Term Period 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 Terms). If your Price Review Date is extended, the steps we will take to change your prices will be the same and the dates will be revised accordingly.
3.2.1 You have failed to comply with this contract or any of its terms in any way, or
3.2.2 Any obligation or cost imposed on us in connection with processing, distributing, transporting, selling or supplying energy, and any increase in costs is made for a methodology used for calculating such costs, or a new obligation or cost is introduced, and that increase or new cost or obligation directly affects our costs of providing the Supply, we will review our obligations under this supply contract.
3.3 We will send you a Statement of Renewal Terms 60 days before your Price Review Date, to let you know your New Prices. If your meter does not accurately record the amount of energy supplied during that time, or if any other information that we have about your Premises and how you use energy that we Supply to your Premises, or if any other charges because of any act or omission on your part, or any goods or services we may Supply to you. For example, if your electricity account is in credit, we can use that credit to pay off a debt on your account.

3.4 If you are a Micro Business the following provisions will apply.
3.5 Where: if you fail to pay any of the charges due to us by the Due Date, we may change the interest rate you owe us in line with your agreed Payment Method at any time.
3.6 The amount of energy you use is worked out in pence per kilowatt hour. For gas, we need to convert the consumption recorded on your meter into kilowatt hours. The method of calculation we use can be found on each gas bill we send you.

The rates of taxes, duties and levies may be increased during the term of your contract and new taxes, duties and levies may be introduced. Any taxes, duties or levies will also apply to the costs of processing, distributing, selling or supplying energy, whether we pay these taxes and other charges direct or refund someone else who is responsible for making the payments (such as the Local Electricity Distributor).

3.10 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 using a ‘smart meter’ you agree to pay for any charges which arise in connection with Green Deal Premises (such as Green Deal Charges) which we are obliged to charge for.

5.11 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 Terms. If we do so this contract will continue to apply, but your prices may change.

5.12 If you have come to us through a TPI, we will have notified you of any TPI Costs as part of your contract terms.

5.13 Billing and payments
5.1.1 If you do not pay the amounts specified in your Statement or Bill or if you do not pay the charges specified in your Payment Method as you pay us for your electricity supply and you cannot choose to pay for your Green Deal Charges by a different method.

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

5.13.1 If you use a Micro Business the following provisions will apply to you. We will send you a statement of our charges at least once a year, but we may send you a Bill or statement at any time, or in line with your agreed payment method and communication preferences. We will charge you extra for fitting the Prepayment Meter and supplying it through you.

5.14 We will apply this interest rate to the amount you owe us from the Due Date to the date we receive your payment in full, and
5.15 We will provide you with a Bill (which will show you a breakdown of our charges) at least once a year, but we may send you a Bill or another statement setting out any amounts you owe us in line with your agreed Payment Method at any time.
5.16 We will use information from your Smart Meter (or home display device) to work out your Bill. In such circumstances, we reserve the right to change your prices which will be applied to your Smart Meter or reflected in separate Bills.
7.1.2 unless clause 7.1.3 applies, if you give us notice to end your 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 your account is in arrears. You will not be responsible for paying any charges which are due after the date you cease responsibility for the premises. You can contact the business moves team by telephone on 0333 0009 7115 or write to: Freepost EDF CUSTOMER CORRESPONDENCE. (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).

7.1.3 You do not need to notify us if you wish to end this contract before the Fixed Term Period, and you can switch to another supplier unless licence conditions SLC142 and 143.4 apply. We will continue to supply you on the terms of this contract, but you will pay Easy Fix Prices, until the switch to your new supplier is made or you enter a new contract with us.

7.1.4 At the end of the Fixed Term Period, or at any point after each Price Review Date, you may let us know that you do not want to transfer on to Easy Fix Prices or renew your Easy Fix Prices (as applicable). If you do let us know, we will transfer you on to Extended Supply Contract Prices for as long as you are supplied by us.

7.2 When we have received proper notice under clause 7.1, if clause 7.1.3 applies, or if you switch to a new supplier further to clause 7.1.4, we will prepare a final bill for you, setting out all outstanding charges that you owe us. We may also allow a final meter reading for this (if this is the case, clause 2.3 will apply).

7.2.1 unless clauses 7.1.3 or 7.1.4 applies, if you give notice to end this contract in line with clause 7.1 above, Easy Fix will continue to Supply you subject to the provisions of clause 7.2.2 below.

7.2.2 subject to clause 7.1.3, or where clauses 7.1.3 or 7.1.4 apply, 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:

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 10.2 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/extendedsupplybusinessprices

7.3 If you do not give us proper notice under clauses 7.1.1 or 7.1.2, this contract will remain in force in line with clause 19 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 this clause 7.4 are only applicable to the Fixed Term Period of this contract and not where you have transferred on to the Easy Fix Energy Supply.

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 your rights, we, in addition to our 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 7.4.2

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

OMR - TMR * USV

Where:

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

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

Unsupplied Volume (USV) means an amount of energy (in kWh) which we forecast you would have consumed from the date the termination of this Agreement, calculated as if you had used your Fixed Term Period was due to expire had the Agreement not been terminated early.

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

g) Your Supply must be cut off under any of the circumstances in clause 10.2 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/extendedsupplybusinessprices

7.5 If you do not give us proper notice under clauses 7.1.1 or 7.1.2, this contract will remain in force in line with clause 19 and you will continue to be legally responsible for all charges under this contract until it properly comes to an end.

7.6 Conditions described under this clause 7.4 are only applicable to the Fixed Term Period of this contract and not where you have transferred on to the Easy Fix Energy Supply.

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 your rights, we, in addition to our 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 7.4.2

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

OMR - TMR * USV

Where:

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

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

Unsupplied Volume (USV) means an amount of energy (in kWh) which we forecast you would have consumed from the date the termination of this Agreement, calculated as if you had used your Fixed Term Period was due to expire had the Agreement not been terminated early.

(h) There is a risk of danger to the public if the Supply is interrupted or disconnected in the course of something that another supplier or a distributor, transporter or shipper has done, you will not be able to...
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 other than something arising from any fraud or negligent 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 8. Our total legal responsibility to you under this contract is limited to £100.00 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 8 is a whole applies even after this contract has ended, and overrides any other agreements in this contract. But nothing in this contract overrides any rights or responsibilities that we have under the Gas Act 1986, the Electricity Act 1989, our supply license, 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 B1 to B6 can be enforced separately. If for reasonable circumstances one or more of these terms are found not to be valid or to be unreasonable, we may still enforce the rest of the clauses.

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 your legal rights.

The NTC is a legal agreement. It sets out your rights and responsibilities in relation to the connection at which your Local Network Operator is committed to providing electricity to, or accepts electricity from, your home or business. If you want a copy of the NTC or have any questions about it, please write to Energy Networks Association, 4 More London Riverside, London SE1 9SG. You can also phone 0333 111 0000 or visit: http://www.energynetworks.org/

10 Objections

10.1 In addition to other rights, if we receive notice that another supplier has applied to Supply any of the Premises, and if any of the circumstances in clause 10.2 apply, you agree that you will notify the Local Metering Point Administration service to prevent the new supplier taking over the Supply to your Premises.

10.2 Clause 10.1 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 for providing services associated with your energy supply) to your Premises;

10.2.2 Your new supplier has contacted us, and we agree 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 7).

10.2.5 You have been told 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 If we -

10.3.1 Objected to the new supplier’s application to begin supplying your Premises because you owe money to us; and

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

And if all objection reasons that were stated are cleared, we will not object to your new supplier reapplying. If your new supplier has not reapplyed, your contract will remain in Force for the same period as from the start date until 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 liabilities 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 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.

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

11.6 We may sometimes monitor and record calls that you make to ensure that 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 12 below) and you agree -

11.9.1 To all its conditions;

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

11.9.3 That we may use your personal information as described within the 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 charges for gas or electricity. You will be charged for the CCL at the time you make your payment. We will charge you for the CCL at the time you make your payment, if you do not pay the CCL, it is your responsibility to provide us with evidence of this by sending your supplier certificate to the following address: Freepost EDF 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.

11.11.1 Standard tariff – the day unit applies at all times

11.11.2 Economy 7 tariff – night units apply for seven hours a night. Your Local Network Operator decides the actual time the night units apply. Day units apply at all other times.

11.11.3 Evening and weekend tariff – your Local Network Operator network operator decides the times at which evening and weekend units apply.

12 Information policy

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

12.1.1 Set up, monitor and manage your energy account;

12.1.2 Work out and manage any Security Deposit we have from you;

12.1.3 Enter into all agreements and registrations necessary to Supply you;

12.1.4 Carry out credit checking to work a suitable tariff type and method of payment for you;

12.1.5 Supply you in line with your contract and the industry arrangements under which we work;

12.1.6 Take action in line with our rights and responsibilities under your contract;

12.1.7 Keep to relevant laws; and

12.1.8 Transfer your account to another supplier when your energy account with us ends.

12.2 You agree that we may share your information with other organisations in connection with the purposes set out in clause 12.1 and 12.3 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 a joint energy account holder, or with the bank account holder of any Direct Debit instruction we are given in relation to your account with us, or with your TPR in certain circumstances. We may also share information between any of your accounts with us or any of our group companies.

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

12.3.1 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;

12.3.2 To help make decisions about credit and credit-related services, for you and your business;

12.3.3 To help make decisions on motor, household, credit, life and other insurance you have asked to provide or that you have claimed under;

12.3.4 To trace people who owe us money, get back money we’re owed, prevent fraud, and to manage your accounts or insurances;

12.3.5 To check your identity to prevent money laundering, unless we give you other proof of your identity and we are happy with this proof.

We may:

12.3.6 Check your business records, and that of your business partners or any other parties connected to you; and

12.3.7 Check any other obligations you have in relation to your account with us, or with your TPI in certain circumstances. We may also set out in clause 12.1 and 13.1 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 a joint energy account holder, or with the bank account holder of any Direct Debit instruction we are given in relation to your account with us, or with your TPR in certain circumstances. We may also share information between any of your accounts with us or any of our group companies.

12.4 Information recorded by FPAs may be accessed and used by FPAs if we suspect or identify fraud. This information recorded by FPAs may be accessed and used by FPAs if we suspect or identify fraud. This information recorded by FPAs may be accessed and used by FPAs if we suspect or identify fraud. This information recorded by FPAs may be accessed and used by FPAs if we suspect or identify fraud.
you can choose whether or not the information we collect about you in connection with your account can be used for marketing purposes. Please remember that other companies may collect information about you from other places (for example, from an account with them). If you have concerns about how these other companies are using your information, please contact them directly. If you have any questions about the information we are holding about you and how we are using it, or if you believe that the information we hold about you is incorrect or needs to be updated, please call 0333 200 5103.

12.5 We respect your privacy and are committed to providing you with a clear understanding of how we use your data. To find out about how we collect, use and protect your data, please visit our Privacy Notice and Policy at edfenergy.com/privacy. If you would like a hard copy of the privacy policy you can contact us on 0333 200 5100 and we will post a copy to you.

For Green Deal Customers

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

12.6 You agree to promptly give us, free of charge, any information we reasonably need to collect Green Deal Charges from your Bills and you agree to allow us to share this information (which may include contact details, Billing information, or other activity relating to your energy account with EDF) with other people or organisations for the purposes of administering your Green Deal Plan and discharging any obligations imposed on us by the Secretary of State, Ofgem or any other legal or regulatory authority.

12.7 We will process your personal data in connection with Green Deal. This may include collecting details of your Green Deal Charges and payments collected from your Bills. To find out about the purposes for which we protect and use your data, please visit your Privacy Notice and Policy at edfenergy.com/yourprivacy. If you are unsure about the information we are holding about you or how we are using it, or if you believe that the information we have about you is incorrect or needs to be updated, please call 0333 200 5103.

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:

• Your own electricity customers
• An electricity supply customer of a Licensed Electricity supplier who is not a mandatory FITs 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/complaints. Or call us on 0333 200 5103 (8am to 6pm Monday to Friday) to request a free copy by post.

If you are a Micro Business in a dispute with either us or your TPR, and we or they cannot resolve it, you may take your dispute to the Energy Ombudsman. Details of this service can be found at https://www.ombudsman-services.org/services/energy.

If you are a Micro Business, from 1 December 2022 we will only be working with TPRs who are registered with the Energy Ombudsman’s Energy Brokers Alternative Dispute Resolution scheme.

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 your payments need to change by more than 10% to cover your total energy costs for the year. Latest details can be found at edfenergy.com/directdebit.

How any debit or credit is balanced out

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

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 or not.

• 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 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/onequeuepolicy 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 these functions work please visit https://www.edfenergy.com/onequeuepolicy.

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 continue (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.

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. G2358297 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

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.

Correct at time of print: November 2022

edfenergy.com

Calls to UK wide numbers are included in any inclusive call plan you may have if you don’t have an inclusive call plan, calls are charged at a national rate. Please check with your service provider if you are unsure.

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