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 electricity to Unmetered Premises; or
- the Supply of energy to any Premises where the metering arrangements are not compatible with our Billing system.

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

 EDT 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 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.

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.

Extended Supply Prices means the price that you will pay for your energy you use and for as long as you are with us.

Early Termination Fee means the charges that we must charge 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.

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

SIGNING UP FOR THIS TARIFF MEANS YOU AGREE TO:

- Manage your account entirely online – you won’t have access to our call centre, but our MyAccount 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 is an option with this tariff.
- Pay your bills by Direct Debit Whole Amount Monthly and/or PAYG.
- If you do not have a smart meter you agree to have one fitted. You can arrange to have a smart meter installed by visiting edfenergy.com/betterm or by calling us on 0333 200 5104. If you do not have a smart meter installed within 3 months of becoming eligible for a smart meter, your contract will come to an end. We will then continue to supply you on our Extended Supply contract terms until:
- you enter into a new contract with us or
- you change supplier.
- You have a non-standard meter type or for technical reasons we cannot install a smart meter, we will not transfer your tariff onto our Extended Supply contract terms.

Our Extended Supply contract has a different price to this tariff. You can find details at www.edfenergy.com/extendedSupplybusinessprices
"Green Deal Premises" means Premises 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 which your contract applies, the company licensed, on your stated premises, as an electricity or gas transporter (as applicable) and that owns or operates the distribution network through which energy is delivered to your Premises.

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

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

"New Prices" means Easy Fix Prices which are updated annually. These will be provided through the Statement of Renewal Terms that accompanies each Price Review Date.

"Ombudsman Services: Energy" is the United Kingdom’s gas and electricity alternative dispute provider approved by OFGEM 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 any part of your contract.

"Premises" means any part of any land, building or structure that you wish to be supplied under this contract and at 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 placing credit on 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 needing to visit your Premises. A Smart Meter means, you can also see how much electricity or gas you are using.

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

"Supplier Transfer" means, in relation to any Premises at which another electricity and/or gas supplier is supplying energy (of the same kind as the energy that is the subject of your contract) we asked the Supplier to start.

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

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

"Third Party Intermediary (TPI)" means a third party organisation or individual that, on its own or through arrangements with other organisations or individuals, provides information and advice about your charges and/or other terms and conditions and whose payment or other consideration for doing so is managed or processed by us.

"TPI Costs" means any fees, commission or other consideration including a benefit of any kind, processed by us means any fees, commission or other consideration for doing so is made or processed by us.

"Working Day" means a Monday to Friday excluding public holidays in England.

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 have estimated.

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 Supplier to transfer to us but want to remain with the Previous Supplier 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 or service 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: you are responsible for all pipes, equipment, wires and components leaving your meter after the meter has measured it. You are responsible for removing the equipment used in connection with supplying energy to the Premises, and none of the conditions in clause 1.4 applies on the Supply Start Date.

1.5 You agree that:

1.5.1 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.

1.6 We will Supply energy from the Supply Start Date at the Premises you have agreed 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 will maintain all pipes, equipment, wires and cables and all other fittings that belong to you and keep them in a good working order and in a safe condition at all times.

1.7.2 your Local Network Operator will deliver your Supply.

1.7.3 you agree to pay any of our charges due under this contract.

1.8 Notwithstanding Clause 2.2, 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.

2 Access to Prepayment 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 following circumstances.

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 means they may use 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 or contractors, sub-contractors to us) full and free access to your Premises and metering equipment, wires and cables, and all other fittings that we use in connection with the following circumstances:

2.3.1 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 or supply of energy.

2.3.2 All at 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.

2.3.3 All at 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 or any of our agents or contractors from exercising your Premises and lines, pipes, wires and cables and all other equipment used in connection with supplying energy to your Premises, you are responsible for removing the obstruction, and you are responsible for the cost of doing this.

2.4 You confirm that your Premises have, and you are authorised to use, metering equipment that can provide the information we require to measure the energy in line with your chosen product. You confirm that your metering equipment complies with relevant industry standards as to safety, accuracy and reliability. If you are not sure whether the metering equipment installed in your Premises or which you intend to install is suitable for you, 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 we 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.

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

2.6 We will not be responsible for any fault or for something that happens to your meter (or in relation to a meter or other fitting that we do not own or that has not been provided on our behalf)

2.7 If you take a Supply through a Prepayment Meter and you use an electronic or token meter, you must make sure you have a Prepayment Meter key or card (or other device used to put credit on the meter) that is 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 equipment.

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

2.9 If your supply contract ends, we may remove from your Premises any meter we own or lease. We may also ask our officers, employees, agents or 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 the same terms as the supplier who 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 be 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 Renewal Terms).

3.2.1 You have failed to comply with this contract or any of its terms in any way.

3.2.2 Any obligation or cost imposed on us in connection with processing, distributing, transporting, 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 is introduced, and that increase or new obligation or cost directly affects our costs of supplying the 5.6 energy used and send you a statement or Bill. (However, we may not notify you of any TPI Costs as part of your 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 Price and New Prices. We may then ask you not to do anything. Once your existing Price Review Date passes, the New Prices will apply until the next Price Review Date, unless you leave us in accordance with clause 71.5.

3.4 If you are in a Fixed Term Period and would like to leave us before your New Prices take effect you may let us know at any time 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 101 apply to you.

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

3.6 If you ask for any service that your Local Network Operator does not provide as a standard service, or if you 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 for products or services you paid for but did not use or get, or any other circumstances apply.

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 contract.

3.9 If you do not agree to pay us for 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 in each statement or Bill on or before the Due Date. If you do not pay by the Due Date, we may change the way you pay (for example, from Direct Debit to a Prepayment Meter) and if such fees and charges because of any act or omission on your part, or c) Any other circumstance applies which our regulator confirms that we may seek to recover charges relating to conditions which have been outstanding for the longest period. In accordance with our obligations under Standard Licence Condition 38 and the Green Deal Arrangements, if such outstanding charges include Green Deal Charges then we will apply your payment in the relevant proportion of your Green Deal Charges and charges for the Supply of electricity in each case.

3.10 If you owe your previous supplier money for the energy they supplied to you at your Premises, or you owe money for products or services you paid for but did not use or get, or any other circumstances apply.

3.11 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 through a electricity supplier (other than your previous supplier), we need to pay for any charges which arise in connection with Green Deal Premises (such as Green Deal Charges) which we are obliged to collect from you.

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

4 Energy price, tariff features and changes

4.1 Sign up for this tariff means you agree to:
- Manage your account entirely online – you won’t have access to our call centre, but our MyAccount and Help Centre are available 24/7;
- Provide a valid email address and register for MyAccount – if you prefer phone support, this tariff isn’t for you;
- Receive your bills, account information and updates electronically – paper communication isn’t an option with this tariff;
- Pay your bills by Direct Debit Whole Amount Monthly and/or PAYG.

4.2 If you do not have a new smart meter, you agree to have one fitted at your own cost and within a reasonable time. We will then continue to supply you on your Extended Supply contract terms until:
- you enter into a new contract with us or
- you change your payment method.

Our Extended Supply contract has a different price to this tariff. You can find details at https://www.edfenergy.com/sites/default/files/b100104_a4_av715a_line5_0118.pdf if you have a non-standard meter type or for technical reasons we cannot install a smart meter, we will transfer your tariff onto our Extended Supply contract terms.

5 Billing and payments

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

5.1.1 The amount of energy you use is worked out in pence per kilowatt hour. For gas, we need to convert the consumption to kilowatt hours. The method of calculation we use can be found on each gas bill we send you.

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

5.3 If your meter does not accurately record the amount of energy that we Supply to your Premises, or if any other information we need to work out the amounts payable by you is not correct 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 or Bill we have sent to you has been based on 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 give us a valid meter reading that has been taken immediately before the Supply Start Date, we may estimate the amount of energy supplied to your Premises from the meter reading we first read your meter or when your Supply contract with us ends (whichever is first). We may use that estimate as the basis for working out the charge you should pay for energy supplied during that time.

5.5 You agree to pay us in whichever way we have agreed with you, and you agree to pay the amounts specified in each statement or Bill in full (even if it is based on an estimate of your consumption). You should pay the amounts specified in each statement or Bill on or before the Due Date. If you do not pay by the Due Date, we may change the way you pay (for example, from Direct Debit to a Prepayment Meter) and if such fees and charges because of any act or omission on your part, or c) Any other circumstance applies which our regulator confirms that we may seek to recover charges relating to conditions which have been outstanding for the longest period. In accordance with our obligations under Standard Licence Condition 38 and the Green Deal Arrangements, if such outstanding charges include Green Deal Charges then we will apply your payment in the relevant proportion of your Green Deal Charges and charges for the Supply of electricity in each case.

5.6 If you do not pay the amounts specified in your statements or Bills or if you do not pay on time as you agreed, we will send you a reminder and may apply to the court for a judgment against you for the amount you owe us, including costs and charges associated with disconnecting, reconnnecting or replacing a meter (or both).

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

5.8 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.

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

5.10 If you are a Micro Business the following provisions will apply to you. We will not charge you interest 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 may also apply for your energy usage 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 of 3 months, except where the charges relate to circumstances where:

a) We have previously taken steps to recover such charges which are outstanding for at least 12 months;

b) We have not taken action to recover such older charges because of any act or omission on your part, or c) Any other circumstance applies which our regulator confirms that we may seek to recover charges relating to conditions which have been outstanding for the longest period. In accordance with our obligations under Standard Licence Condition 38 and the Green Deal Arrangements, if such outstanding charges include Green Deal Charges then we will apply your payment in the relevant proportion of your Green Deal Charges and charges for the Supply of electricity in each case.

5.11 If you do not pay the amounts specified in your statements or Bills or if you do not pay on time as you agreed, we will send you a reminder and may apply to the court for a judgment against you for the amount you owe us, including costs and charges associated with disconnecting, reconnnecting or replacing a meter (or both).

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

5.13.2 c) Any other circumstance applies which our regulator confirms that we may seek to recover charges relating to conditions which have been outstanding for the longest period. In accordance with our obligations under Standard Licence Condition 38 and the Green Deal Arrangements, if such outstanding charges include Green Deal Charges then we will apply your payment in the relevant proportion of your Green Deal Charges and charges for the Supply of electricity in each case.

5.14 If you are having difficulties paying, we will discuss your Payment Method preferences with you and try to help you, in line with our codes of practice. But we can only do this if you contact us to let us know. If at any time you owe us any outstanding charges but you have sent us 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, which debt you would like your payment to be credited against, we have the right to apply that payment to whichever debt we consider to be most appropriate. For example, we may decide to apply the payment against those charges which have been outstanding for the longest period. In accordance with our obligations under Standard Licence Condition 38 and the Green Deal Arrangements, if such outstanding charges include Green Deal Charges then we will apply your payment in the relevant proportion of your Green Deal Charges and charges for the Supply of electricity in each case.
7.1.3 (provided that such notice is to take effect after the

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 process to you 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, we will give you the Security Deposit back after a year, along with interest earned (where applicable) or an annual turnover or annual balance sheet total not exceeding £2,000,000.

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 at any time during the contract.

7.1.2 If you do not notify us if you wish to end this contract after the Fixed Term Period, and you can switch to another supplier unless licence conditions SCL14.2 and 14.3 apply. We will continue to Supply you on the terms of this contract, but you will pay Easy Fix Prices, 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 energy to your Premises which replaces this agreement, and

7.1.3 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, EDF will continue to Supply you subject to the provisions of clause 7.2.2 below.

7.2 subject to clause 7.1.3, or where clauses 7.1.4 or 7.2.1 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 under 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;

(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 7.1.2 or 7.1.3, 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 this clause 7.2, we may 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, calculated as follows by us:

(a) The Energy Component; plus
(b) The Fixed Cost Component

For the purposes of clause 7.4.2:

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

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.

Market Rate (MTR) 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 takes effect until the date your Fixed Term Period was due to expire had the Agreement not been terminated early.


Unsupplied Volume (USV) shall be as defined in 7.4.3 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 from the date that the termination of this Agreement takes effect until the date your Fixed Term Period was due to expire had the Agreement not been terminated early.

Contract Percentage (CP) shall be the percentage that we notify 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 (TP).
to claim that we have broken our arrangements with you under this contract.

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

8.4 Our liability to you is not otherwise excluded by anything in this clause 8. Our total legal responsibility to you under this contract is limited to £1000 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 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 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 your contracted prices or otherwise.

8.7 Each of the sub clauses 8.1 to 8.6 can be enforced by us separately, either as one clause 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 that 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 connection to the relation at which your Local Network Operator delivers energy 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 2AU. You can also phone 020 7706 5100 or visit: http://www.energynetworks.org/

10 Objections

10.1 In addition to our other rights, if we receive notice that another supplier has applied to Supply any of the Premises, and if any of the circumstances in clause 10.2 apply you agree to give us not less than twenty one working days’ notice to stop the relevant 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 in connection with your energy supply) to your Premises;

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

10.2.3 The new supplier’s application relates to a metering point that is a Related Meter and the new supplier has not applied to register all the Related Meters on the same working day.

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 told us to object to the new supplier’s application.

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

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

10.3 If we:

- Objected to the new supplier’s application to begin supplying your Premises because you owe money to us; and
- Only if we receive full payment of all money you owe 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 reapplied, your contract will remain in full force and effect from time to which it will once again apply to any new applications by new supplier.

11 Other conditions which apply

11.1 We may assign or transfer all or any of our rights (including the right to demand that you pay charges you owe us and to take you to court if you refuse to pay them) and any responsibilities under your supply contract without your permission. We can also subcontract (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 this 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 stopping 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 to 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 12 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 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 at the relevant rate from time to time. 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.

- 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 time 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.
- Evening, weekend and night tariff – your Local Network Operator decides the times at which evening and weekend and night units apply.
- Off-peak tariff – your Local Network Operator decides the times at which off-peak units apply.

Your Local Network Operator decides the actual time for which units apply. For more details, please call us on 0845 000 0100 (lines open 8am to 10pm Mon to Fri, 9am to 7pm Sat and Sun) or visit: www.edfenergy.com/callcosts.pdf

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

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:

- 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 out 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 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 our suppliers with us and 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 agents 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:

- 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 claimed under;
- To trace people who owe us money, get back money were owed; prevent fraud, and to manage your accounts or insurance;
- To check your identity to prevent money laundering, unless you give us other proof of your identity and we are happy with this proof.

We may:

- Check your business records, and that of your business partners and suppliers, or agents of such parties ("CRAs") and fraud prevention agencies ("FPAs.");
- Make checks for credit and verify identities, and may also make periodic searches at CRAs and FPAs;
- Record any outstanding balances that are not paid in full and on time with CRAs;
- Send information to CRAs or pass your information to FPAs if we suspect or identify fraud. This information recorded by FPAs may be accessed and used by other organisations in other countries, and/or
- Use your data for other purposes for which you give your specific permission.

Further details of the ways in which we can check your records with, and provide information to, FPAs and CRAs can be found at https://www.edfenergy.com/sites/default/files/third-party-data-sharing.pdf

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 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 have about you is not correct 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 this data. If you are uncomfortable with the way in which we collect, protect and use your data, please visit our Privacy Notice and Policy at edfenergy.com/yourprivacy. If you would like a hard copy of the privacy policy you can contact us on 0333 200 5103 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 public authority. Where requested by the Secretary appointed by the Secretary of State. This list is available to view online at www.greendeal.co.uk

13 Feed in Tariffs
13.1 EDF is a Mandatory Licensed Supplier of the Government’s Feed-in-Tariffs scheme (FITs). This means we must register and make FITs payments to:
• Our own electricity customers
• An electricity supply customer of a Licensed Electricity supplier who is not a mandatory FIT licensee
• A generator with an eligible installation on a site not connected to the grid for import.
For more information, or if you think you might qualify for FITs payments because your business has renewable generation technology, please call our FITs team on 0333 009 7009.

14 Making a complaint
Details of our complaint handling procedure can be obtained at edfenergy.com/complaints. Or call us on 0333 200 5103 (8am to 8pm 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.uk/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 a 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 debt 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 owing across the following 12 monthly payments. In exceptional circumstances we may collect the full amount owing 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 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/liquemppolicy 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/liquemppolicy

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.

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 at any time.

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. 02228927 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.

edfenergy.com
Call us 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’re unsure.

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