We’ve summarised what we believe to be the key terms, but they’re all important and you may have different views on what’s 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/time-business/tariff/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 for as long as you are with us.

If the Fixed Term Period you do not need to give notice to end this contract, will not 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 AMOUNT EVERY MONTH HOW IT WORKS**

- **If you do not have a smart meter or your smart meter hasn’t provided EDF a read.** Every month you will 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.

**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.

Words and phrases

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

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**IMPORTANT INFORMATION (KEY TERMS)**

**Early Termination Fee** is a payment by you where the contract is terminated before the end of your Fixed Term Period and this payment is calculated in accordance with clause 6.4.

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

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

**Exempt Distribution System** means a distribution system not subject to the relevant charges that we must charge you in accordance with clause 6.3. For more information, see section 2.8.

**Fixed for Business** means 12 months terms conditions. If you do not have a smart meter installed by visiting edfenergy.com/getsmart or by calling us on 0333 200 5104. If you do not have a smart meter installed within 3 months of becoming eligible for a smart meter your contract will come to an end. We will then continue to supply you on our Extended Supply contract terms until:

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

If you have a non-standard meter type or for technical reasons we cannot install a smartmeter, 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/extended-supply-business-prices.
Changes are owed for the installation of energy efficiency measures or improvements, pursuant to a Green Deal Plan.

“Local Network Operator” means, for each of the Premises to be supplied under this contract, the company licensed as either an electricity distributor or a 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 provided by the Metering Provider 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: consumes less than 100,000 kWh of electricity a year; consumes less than 293,000 kWh of gas a year, or has fewer than ten employees (or their full-time equivalent) and an annual turnover or annual balance sheet total of not more than €2 million.

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

“Ombudsmen Services: Energy” is the United Kingdom’s gas and electricity alternative dispute provider approved by 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 form part of your contract.

“Premises” means any part of any land, building or structure that is 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 loading credit onto the meter using a Prepayment Meter key or card (or other device used to access the Meter). The meter is a meter with a Pay As You Go configuration.

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

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

“Supplier Transfer” means, in relation to any Premises at which the Supply is electric or gas, the process of transferring the supplying energy (of the same kind as the energy that is the subject of your contract with us) on the day after the date on which your contract, to buy or take over that meter on or at your Premises to remove a meter for us. We will not do this if we are prevented from doing so by, for example, the time it takes to change the price we charge you under these conditions (see clause 3) or you may need to replace your meter (we may charge you for this). If we cannot supply your meter, we will tell you and your contract will end and we will refund to you any money you have paid for energy once we have taken all reasonably practicable steps to resolve.

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 specified in the Service by the Supplier Start Date.

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 Transfer to take place, and we are unable to 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 1.2 does not affect your obligation to give us notice to terminate your contract 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, or on the Relevant Date:

1.4.1 your Previous Supplier has supplied 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 sufficient information to conduct the Supplier Transfer;

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

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

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

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

1.5 Subject to clause 1.2, where a condition in clause 1.4 applies, we will complete the Supplier Transfer as soon as is reasonably practicable and in any event within 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 to the extent that you want us to Supply. This means that you do not have already 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 Supply on your side of any electricity or gas meter (side of meter refers to the point at which energy leaves your meter after the meter has measured it). You agree that you will maintain all pipes, equipment, wires, cables and all other fittings that belong to you and keep them in good working order and in a safe condition at all times.

1.7.3 your Local Network Operator will deliver your Supply.

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

1.9 You agree that, so long as we are registered with the Local Network Operator as the supplier responsible for the Supply to your Premises, energy passing through your meter (or meters) or supplied to your Premises will be charged at the price we charge you for our supply contract, even if you have a contract for the Supply of that type of energy to your Premises with any other entity.

1.10 Notwithstanding Clause 9.2, 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 pay in full with meter readings and your in-home display will no longer show your energy usage. We’ll contact you once your switch is complete and confirm if we’re able to support your smart functionality or not.

2 Access to Premises and meters

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

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

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

2.3.1 At any time if there is a possibility that somebody’s life or safety is in danger, or if there is a possibility of damage to property, or if we or our 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 At all reasonable times if we or your Local Network Operator need to install, maintain, test, remove, replace or read any energy meter or associated metering equipment.

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

2.3.4 You confirm that your Premises have, and you are authorised to use, any meter or Smart Meters. You also confirm that we can provide the information we need to provide and measure energy in line with your chosen product. You confirm that your metering equipment complies with relevant industry standards, is accurate and reliable.

2.3.5 If you are not sure whether the metering equipment installed in your Premises is safe, accurate or reliable, you should contact us. If your 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) or you may need to replace your meter (we may charge you for this). If we cannot supply your meter, we will tell you and your contract will end and we will refund to you any money you have paid for energy once we have taken all reasonably practicable steps to resolve.

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

2.6 If you take a Supply of energy through a Prepayment Meter and you use an electronic or token meter, you must make sure you buy enough units of energy to cover the amount of energy you use. You must keep the Prepayment Meter fully topped up at all times to put credit on the meter with unitio 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.

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

2.8 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 for your Premises to remove a meter for us. We will not do this if another supplier agrees, before the end date of your contract, to buy or take over that meter on Condition that to retain any appropriate inspection permission 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); and
(d) We may use information from it to work out your Bill, offer you appropriate tariffs and other products (including via an associated in-home display device) and for any other purposes in line with the information policy; and
(e) From time to time the information from your Smart Meter may not correctly reflect the energy you have used. In such circumstances, we reserve the right to apply the correct charges which will be applied to your Smart Meter 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 by sending you a Statement or Bill as soon as we can.
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 us and in each subsequent Statement of Renewal Terms) if:
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, 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 cost or obligation directly affects costs of providing the Supply of or otherwise complying with our obligations under this supply contract.
3.3 We will send you a Statement of Renewal Terms 60 days before the Price Review Date, to let you know your New Prices. If you accept these New Prices then you do not need to do anything. Once 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 7.1.
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 before the Price Review Date. We 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 10.1 apply. You can notify us online or post.

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

3.5 Where we are entitled to change the conditions of your contract, this includes the right for us to change your Payment Method at any time, or in line with your agreed payment method.
3.6 If you ask for any service that your Local Network Operator does not provide as a standard service, or if you cause them to run up costs beyond those they would normally run up in carrying out their responsibilities as an electricity distributor or gas transporter, we may charge you any reasonable costs we have to pay as a result.
3.7 If you owe your previous supplier money for the energy they supplied to you at your Premises, or you owe money to companies to whom you have sold electricity or gas (or both) supplied to you, we may take over the right to collect that money. You agree that we will then be entitled to the amount you owe (plus our reasonable costs of collection) within a reasonable time.
3.8 If the way you agree to pay for your energy has special conditions relating to it (for example, your Payment Method may have specific terms relating to payment) then for that period of your contract, we will send details of these terms to you separately where they apply to you.

3.9 Taxes, duties or levies (including VAT) are payable in addition to our charges for the supply of energy. 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 under this contract, 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 collect from you.
3.11 If you do not pay any of the charges due to us by the date that we request then we may put you on our Extended Supply Prices which are published at: www.edfenergy.com/extendedsuppliesprices
3.12 If you have come to us through a TPL, we will have notified you of any TPI Costs as part of your contract pack.

4 Energy price, tariff features and charges

SIGNING UP TO THIS TARIF MEANS YOU AGREE TO:
- Manage your account entirely online – you won’t have to access our call centre, but our online Chat advisers and Help Centre are available 24/7.
- Provide a valid email address and register for MyAccount – if you prefer phone support, this tariff isn’t for you.
- Receive your bills, account information and updates electronically – paper communication isn’t an option with this tariff.
- Pay your Bills by Direct Debit Whole Amount Monthly and/or 40%.
- That if you do not have a smart meter you agree to have one fitted. You can arrange to have a smart meter installed by visiting edfenergy.com/getsmart or by calling us on 0333 200 2000. If you have a smart meter installed within 3 months of being supplied on this tariff your contract will come to an end. We will then continue to supply on our Extended Supply contract terms until:-
  - you enter into a new contract with us or
  - you change supplier.

Our Extended Supply contact has a different price to this tariff. You can find details at https://www.edfenergy.com/site/default/ filed/1100.1.4_a1wliq_inline_e5.18.pdf If you have a smart meter you will only pay for the amount of electricity you use for the period covered in this tariff.

5 Billing and payments
5.1 We will provide you with a Bill (which will show you a breakdown of our charges) at least once per year, or more frequently if the way you agree to pay for your energy has special conditions relating to it (for example, your Payment Method may have specific terms relating to payment). If you do not pay a Bill (or any statement set out amounts you owe us in line with your agreed Payment Method at any time, or in line with your agreed payment method) we may charge you to cover these costs. We will apply your payment in the relevant proportions and the Green Deal Arrangements Agreement, if such outstanding charges include Green Deal Charges then we will apply your payment towards these charges. You will not be entitled to recover amounts due for the amount of Green Deal charges and charges for the Supply of electricity in each case.
5.2 If you do not pay the amounts specified in your statements or Bill as agreed by your bill, up to a maximum period of twelve months after the Due Date, you will be entitled to collect the amount you owe (plus our reasonable expenses we incur in obtaining the money you owe us under this contract has ended). In accordance with our obligations under the Green Deal Arrangements Agreement, if such outstanding charges include Green Deal Charges then we will apply your payment towards these charges. You will not be entitled to recover amounts due for the amount of Green Deal charges and charges for the Supply of electricity in each case.
5.3 If you do not pay the amounts specified in your statements or Bill as agreed by your bill, up to a maximum period of twelve months after the Due Date, you will be entitled to collect the amount you owe (plus our reasonable expenses we incur in obtaining the money you owe us under this contract has ended). In accordance with our obligations under the Green Deal Arrangements Agreement, if such outstanding charges include Green Deal Charges then we will apply your payment towards these charges. You will not be entitled to recover amounts due for the amount of Green Deal charges and charges for the Supply of electricity in each case.
5.4 If you do not pay the amounts specified in your statements or Bill as agreed by your bill, up to a maximum period of twelve months after the Due Date, you will be entitled to collect the amount you owe (plus our reasonable expenses we incur in obtaining the money you owe us under this contract has ended). In accordance with our obligations under the Green Deal Arrangements Agreement, if such outstanding charges include Green Deal Charges then we will apply your payment towards these charges. You will not be entitled to recover amounts due for the amount of Green Deal charges and charges for the Supply of electricity in each case.
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). If you pay less for energy than the amounts specified on your statement or Bill by the Due Date. If you do not pay by the Due Date, we may change the way you pay for energy (for example, if you are on the Direct Debit tariff, you will be charged a Prepayment Meter key or card). If your Payment Method changes, the price we charge you may change to reflect this. Also, if we need to change any energy meter or associated equipment because your Local Network has changed, we may charge you to cover these costs. We have the right to offset any credits or debts you may have in connection with the Green Deal Arrangements Agreement, if such outstanding charges include Green Deal Charges then we will apply your payment towards these charges. You will not be entitled to recover amounts due for the amount of Green Deal charges and charges for the Supply of electricity in each case.
5.6 If you owe us money, we will charge you interest on the amount of money which you owe us and you agree to pay for Green Deal Arrangements Charges, in accordance with the paragraph above, it is very important that we receive accurate and up to date information about your energy use at least once per year.

6.1 If you are having difficulties paying, we will discuss your Payment Methods with you and try to help you, in line with our codes of practice. But we can only do this if you contact us to let us know. If at any time you owe us any outstanding charges and you issue us with a payment that does not cover these charges in full, then you should advise us in writing at the time of making such payment which debt you would like us to credit it against. Where you do not specify which debt you would like your payment to be credited against, we have the right to apply that payment to whatever 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 the Green Deal Arrangements Agreement, if such outstanding charges include Green Deal Charges then we will apply your payment towards these charges. You will not be entitled to recover amounts due for the amount of Green Deal charges and charges for the Supply of electricity in each case.

5.7 You owe us interest on the amount you owe us, which will be worked out at an annual rate of 4% above the base lending rate of the Bank of England from time to time. We will apply this interest rate to the amount you owe us from the Due Date to the date we receive your payment in full; and
5.8 an administration fee of up to £30 plus VAT.
5.9 We have the right to ask you, and you must pay, any reasonable expenses we incur in obtaining the money you owe us under this contract has ended.
5.10 If you are being supplied with electricity at Green Deal Premises we will notify you of any change or how often you pay off your bill.
5.11 It is a requirement that you must pay for Green Deal Arrangements Charges, in accordance with the paragraph above, it is very important that we receive accurate and up to date information about your energy use at least once per year.
5.12 You are ultimately responsible for paying for any charges incurred in accordance with these terms.
5.13.1 If you are a Micro Business the following provisions will apply to you. We will give you a bill or statement at least once a year, but we may send you a bill or statement at any time, or in line with your agreed payment method and communication preferences. For your energy use, based on the amount of energy we reasonably consider that you have consumed (or which we estimate you have consumed) for the period covered by your bill, up to a maximum period of twelve months except where the charges relate to circumstances where:
  a) We have previously taken steps to recover payment for charges which are older than this,
  b) We have not taken action to recover such older charges because of any action you take or start, or
  c) Any other circumstance applies which our regulator confirms that we may seek to recover charges relating to consumption that is older than twelve months.
5.13.2 Because we are only permitted to bill you for energy in accordance with the paragraph above, it is very important that we receive accurate and up to date information about your energy use at least once per year,
and so you must:

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

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

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

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

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

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

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

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

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

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

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

6 Security Deposit

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

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

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

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

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

7.1.1 If you stop owning or leasing the Premises, you can give us notice to end your supply contract from the date you stop owning or being responsible for the Premises. However, you may be asked to provide documentary evidence that you are no longer responsible if there is more than three months left on your contract, or an outstanding balance. You will not be responsible for any charges which accrued after the date you cease responsibility for the premises. You can contact the business moves team by telephone on 0333 0009 7115, or

7.1.2 Under clause 7.1.3, if you give us notice to end this supply contract by one of the following methods:
You can give notice by telephoning us on 0333 200 5003 or you can give it in writing, online or post.
Write to: Freepost EDF CUSTOMER CORRESPONDENCE
Online at: www.edfenergy.com/noticecloseave
(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 after the Fixed Term Period, and you can switch to another supplier unless licence conditions SLC14.2 and 14.3 apply. We will continue to Supply you on the terms of this contract, but you will pay Easy Fix Prices, until the switch to your new supplier is made.

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 onto 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 7.1.1, we will prepare a final Bill for you, setting out all outstanding charges that you owe us. We may need to get a final meter reading for this (if this is the case, clause 2.3 will apply).

7.2.1 unless clauses 7.1.3 or 7.1.4 apply, 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.

7.2.2 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 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;

(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 extended Supply Prices for each type of energy that is applicable at any particular time will be published at www.edfenergy.com/extendedsupplyprices.

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 1.9 and you will continue to be legally responsible for paying 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 onto the Easy Fix Prices.

7.4.1 If you try to change your supplier prior to the end of the Fixed Term Period, or we terminate the Agreement in accordance with our rights, we may, in addition to clause 6.2 above, charge you an Early Termination Fee. 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

7.4.2 For the purposes of clause 7.4.2
(a) The "Energy Component" is an amount (in £) determined by us as follows:

GMRW = TMRW * 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 you have consumed from the date the termination of this Agreement takes effect until the date your Fixed Term Period was due to end.
Unsupplied Volume (USV) shall be determined by us as follows:

\[ \text{USV} = \frac{(\text{UFF} - \text{USD})}{\text{CP}} \]

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

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

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

We are entitled to either:

- End this contract immediately and arrange for the Supply to your Premises to be disconnected; or
- Place you onto our Extended Supply Prices, in which case this contract will continue in full force and effect if:
  a) You do not pay your Bills in full and on time (or pay any Security Deposit that we have asked for);
  b) Your Payment Method changes. In particular, if you change your Payment Method, we may object to you changing your Payment Method, whether for legal or administrative reasons (including to try and correctly charge you for the energy you use, and you agree that doing so would be manifestly unreasonable).

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

We are entitled to either:

- End this contract immediately and arrange for the Supply to your Premises to be disconnected; or
- Place you onto our Extended Supply Prices, in which case this contract will continue in full force and effect if:
  a) You do not pay your Bills in full and on time (or pay any Security Deposit that we have asked for);
  b) Your Payment Method changes. In particular, if you have agreed to pay by Direct Debit but then you do not do so or your Direct Debit stops or is cancelled, for whatever reason (until you clear any outstanding balance, if applicable, and reinstate your Direct Debit).
  c) You break your arrangements with us under this contract (for example, if we reasonably believe that you have stolen energy or deliberately interfered with a meter or with any part of the associated metering equipment);
  d) The Energy Regulator directs another supplier, instead of us, to Supply your Premises;
  e) Your Supply must be cut off under any of the energy supplier industry arrangements which we have to comply with; or
  f) There is a risk of danger to the public if the Supply is continued.

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

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

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

8 Our legal responsibility

We are legally responsible to you as set out in these conditions. We have no other duty or legal responsibility to you. All other legal responsibilities, guarantees and any other conditions implied by law, or otherwise, will not apply as far as this is allowed by law.
8.2 If we cannot make sure that you are supplied with energy at your Premises for some reason that is beyond our reasonable control (for example, because of something that another supplier or a distributor, transporter or shipper has done), you will not be able to claim that we have broken our agreements with you under this contract.

8.3 We are not legally responsible to you in any way for direct or indirect loss of income, business or profits, or for any other loss or damage (other than something arising from any fraud or fraudulent misrepresentation by you) that you would 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 £1,000 for one incident, or a total of £10,000 relating to all claims against us in relation to this contract. Our legal responsibility to you is not limited where we have committed fraud or have caused death or personal injury.

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

8.6 We are not obliged to provide you with more gas than your transporters 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 service.

8.7 Each of the sub clauses 8.1 to 8.6 can be enforced separately. If, for any reason, 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 delivers electricity to, or accepts electricity from, your home or business. If you want a copy of the NTC, 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 that we can object to the relevant Local Metering Point. Administration service to prevent the new supplier taking over the Supply to your Premises.

11.2 You have an outstanding debt with us (including an Early Termination Fee (where applicable)

11.2.1 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

11.2.2 Your Local Network Operator asks us to stop supplying your Premises.

11.3 We may stop, suspend or restrict the Supply of energy to 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 do so.

11.4 We may sometimes monitor and record calls that you 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.

11.6 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 shall be paid to the CCL. Where the CCL applies, we will add the CCL to your prices at the relevant rate from time to time. If you do not have to pay the CCL, it is your responsibility to provide us with evidence of this by sending us your supplier certificate (form PP1) 1 to the following address: Freepost EDF CUSTOMER CORRESPONDENCE, We will not be required 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 decides the times at which evening and weekend units apply.

• Evening, weekend and night 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 0333 009 7085.

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

11.2 Information policy

11.2.1 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 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.

11.2.2 You agree that we may share your information with other organisations in connection with the purposes 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 us sharing your information with a joint energy account holder, your bank account holder of any Direct Debit instruction we are given in relation to your account with us, or with your TPI in certain circumstances. We may also share information between any of your accounts with us or any of our group companies.

11.2.3 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 your business. 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 mortgage, household, credit and 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 we’re owed, prevent fraud, and to manage your accounts or insurance payments;
• 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, at credit reference agencies (“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 to 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
12.4 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.

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 perform our obligations 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, using your personal data for the purpose of collecting your Green Deal Charges and sharing your data with third parties in order to meet the requirements of your Green Deal Plan. We may be required to disclose your personal data to the participants in the Green Deal Plan and other third parties, including the Secretary of State, regulators, and other law enforcement bodies. Where data transfers take place we will ensure that all third party processors apply adequate safeguards. A full list of the parties who may process personal data in relation to your Green Deal Plan is available from the GDAA Panel Secretary appointed by the Secretary of State. This list is available to view online at www.greendealorb.co.uk.

13 Feed in Tariffs

13.1 EDF is a Mandatory Licensed Supplier of the Government’s Feed-in-Tariffs scheme (FiT). 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 (from 6am to 6pm Monday to Friday) to request a free copy by post.

If you are in a dispute with either us or your TPI, 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/energy.

From 1 December 2022 we will only be working with TPIs 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 we think your payments need to change by more than 10% to cover your total energy costs for the year. Latest details can be found at edfenergy.com/directdebit.

How any debit or credit is balanced out

Once we’ve completed your review, if we have an up-to-date meter reading for you and you 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 the amount due.

• 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 all meter readings you’ve sent us or we’ve taken for you – if a meter reader visits your property for example. If you have less than two meter readings for your account, we will look at the size of your business and how you use your energy to make sure you’re paying the right amount.

• If you change your tariff, we’ll check that your regular payment amount is set correctly.

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

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

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

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

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

Pay as you go is a quick and easy way to pay for your energy and the smart way to budget and keep track of your energy and is exclusive to customers with a Smart Meter. Pay on the app, online, in-store or over the phone. If you choose pay as you go your Payment Method, this will operate in accordance with our ‘Pay As You Go Explained’ leaflet, which is available at https://www.edfenergy.com/minuteagreementpolicy 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/minuteagreementpolicy.

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 remotely.

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

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

Supply Licence: Our licence to supply gas and/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.

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’re unsure.

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