IMPORTANT INFORMATION (KEY TERMS)
We’ve summarised what we believe to be the key terms, but they’re all important and you may have different views about which are 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/online-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.
After 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 don’t have a smart meter or your 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.

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 to your Premises. Please note, any reference to the word “energy” in these terms and conditions means electricity or gas (as applicable) which you have asked us to Supply to you, and which we have agreed to Supply to your Premises, subject to these terms. These terms shall apply separately in respect of each account under which you receive energy from us.

However, unless we (EDF) have agreed otherwise in writing, these conditions do not apply to:
• the Supply of electricity through meters with a Profile Class other than 3 or 4;
• the Supply of energy to Unmetered Premises; or
• the Supply of energy to any Premises where the metering arrangements are not compatible with our Billing system.
If you are not sure which Profile Class your meter is in, please phone our helpline on 0333 200 5103.

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

Unless we have agreed the supply contract over the phone, you must sign a contract (of which these conditions form part) and return it to us (by post, by email, online or by a hand held unit). Each contract is agreed when we accept your agreement, and from that point each of our rights and responsibilities under these conditions will start.
If we enter into a supply contract with you, but we cannot start supplying energy to you because you have another supplier or we are unable to become your registered supplier for any reason which is out of our control, then an administration charge of £250 might become payable by you.

We may carry out checks of your credit history and decide that the product, price and Payment Method you have chosen under your supply contract are not suitable for your circumstances or are not available for your current meter configuration. This might happen even after the contract has been agreed. If so, we will contact you and try our best to sort the problem out. However, this may mean that we will have to serve you in a different way. For example, if your meter type is not compatible with the product you have selected, we may have to arrange for a different type of meter to be fitted or we may have to ask you for a security deposit. If we cannot resolve these problems raised by the credit check, we will tell you and your contract will end automatically on the date we tell you.

Please call us on 0333 200 5103 to find out which credit reference agency we have used and their contact details if you have any questions about your credit rating.

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

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

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

“Bill” means an invoice or Bill that informs you of the amount of money you owe us and which includes a breakdown of our charges.


“Distribution Exemption Holder” means a person who is distributing energy for the purpose of giving a Supply of energy or enabling a Supply to be given, and who is authorised to do so by an exemption from the requirement to hold a distribution or transportation licence (as applicable).

“Due Date” means the date by which you must pay the amounts specified in your Bill or other statement setting out amounts which you owe us. This date is specified in your Bill or statement and if it is not then the Due Date is 14 days from the date of your Bill or statement.

“Early Termination Fee” is a payment by you where the contract is terminated before the end of your Fixed Term Period and this payment is calculated in accordance with clause 7.4.

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

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

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

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

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

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

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

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

“Green Deal Premises” means Premises at which Green Deal
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 signed. We cannot guarantee that the Supply Start Date will be on the date you requested the Supply to start.

1.2 If, on the date that this contract is agreed (the “Related 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, in which case we may still perform the Supplier Transfer but your Supply Start Date may not be within 5 Working Days of the Relevant Date; or
1.2.3 one or more of the conditions in clause 1.4 applies.

1.3 Clause 1.2 does not affect your obligation to give us notice to terminate your contract in accordance with clause 6 or for an Early Termination Fee, where applicable.

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

1.4.1 your Previous Supplier has not supplied you from connecting the Premises to a new meter (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.

1.5 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 avoid.

1.5.1 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 you have told us you want to Supply. This is on the condition that you have agreed to a contract with another supplier, or that you have agreed to a contract with another supplier for 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 the Premises are currently connected to your Local Network Operator.
1.7.2 you are responsible for all pipes, equipment, wires and cables that you are the owner or occupier of.
1.7.3 your Local Network Operator will deliver your Supply.
1.7.4 you agree to pay any of our charges due under this contract.

1.8 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 treated as having been supplied under our supply contract, even if you have a contract for the supply of that type of energy to your Premises with any other person.

1.9 Notwithstanding Clause 8.2, in the event that the Supply of gas to your Premises is temporarily interrupted, we will pass on any relevant compensation payments we receive from your transporter as a result of such a temporary Supply interruption.

1.10 For customers with Smart Meters: You understand by switching to a new meter you may not be able to operate as a Smart Meter. If this is the case, it will work as a traditional meter, meaning you will need to provide us with your meter reading if your meter display will no longer show your energy usage. We will contact you once your switch is complete and confirm if we are 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 (including your gas transporter (as applicable)) through which they deliver the Supply to your Premises. They may also own the meter and any associated metering equipment which is used to measure the Supply to your Premises.

2.3 You agree to allow your Local Network Operator and us (and our relevant employees, agents and subcontractors) to have safe, full and free access to your Premises and metering equipment, wires and cables, and all other fittings that we use 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 damage to property, or if we or your Local Network Operator are entering your Premises under an Act of Parliament or any similar law relating to the delivery or Supply of energy.

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

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

If there are any obstructions that prevent us (or any of our agents or contractors) from gaining access to your Premises and lines, etc. and we agree to use equipment in connection with delivering energy to your Premises, you are responsible for removing the obstruction, and you are responsible for the cost of doing this.

2.4 You confirm that your Premises have, and you are authorised to use, metering equipment that can provide the information we need to provide and measure energy in line with the rules of any similar law relating to the delivery or Supply of energy.

2.5 You agree that your metering system complies with relevant industry standards as to safety, accuracy and reliability.

2.6 If you are not sure whether the metering equipment installed in your Premises is safe, accurate or reliable, you should contact us and we will check. If we agree to use 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 that your metering equipment complies with relevant industry standards as to safety, accuracy and reliability.

3.1.1 You must only use the most recent Prepayment Meter key or card.

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

If you have a Smart Meter you agree that...
(a) It and the in-home display device must not be removed from the Premises without our permission; (b) We may use it to remotely monitor the energy you use; (c) We may remotely repair and update it, switch it from credit to prepayment or disconnect your Supply (or both); and (d) We may use information from it to work out your Bill, offer you appropriate tariffs and other products (including via any associated in-home display device) and for any other purposes in line with the information policy; and (e) From time to time the information from your Smart Meter may not be used for 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 written notice 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 we will advise you of when you first enter into your supply contract with EDF and in each subsequent Statement of Retail Tariffs if either:

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

3.2.2 Any obligation or cost imposed on us in connection with processing, distributing, transporting, selling or supplying energy is increased by reason of 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 our 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 your Price Review Date, to let you know your New Prices. If we have not sent you 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 at any time prior to your Price Review Date. You will be charged at the current standard Price at the time that you leave us.

3.5 If you do not apply for a smart meter you agree to have one fitted. You can arrange for us to read your meter. However, we may charge you the correct charges which will be applied to your smart meter, we will not transfer your tariff onto our Extended Supply contract terms.

3.6 If you owe your previous supplier money for the energy they supplied to you at your Premises, or you owe money to us or one of our group companies for electricity or gas (or both) supplied to you, we may take over the right to collect that money. You agree that we will be entitled to collect the amount you owe (plus our reasonable costs of collection) within a reasonable time.

3.7 If the way you agreed to pay for your energy has special conditions (for example, the Payment Method may have specific terms relating to payment), they will form part of your Supply contract. We will send details of these terms to you separately where they apply to you.

3.8 Taxes, duties or levies (including VAT) are payable in addition to energy costs. The rates of taxes, duties and levies may not change 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, transporting, selling or supplying energy where this is made to or in connection with your Supply contract and the equipment supplied to your Premises from the Supply Start Date until we first read your meter or when your Supply contract with us ends (whichever is first). We may use that estimate as the basis for working out the charges you should pay for energy supplied during that time.

3.9 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 include on your Bill. If we are supplying you with electricity under this contract you also agree to pay for any charges which arise in connection with Green Deal Premises (such as Green Deal Charges) which we are obliged to collect from you.

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 include your Bill. If we are supplying you with electricity under this contract you also agree to pay for any charges which arise in connection with Green Deal Premises (such as Green Deal Charges) which we are obliged to collect 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 pay you on our Extended Supply Prices which are published at: www.edfenergy.com/extendedsupplybusinessprices

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 FOR THIS TARIFF MEANS YOU AGREE TO:

• Manage your account entirely online – you won’t have access to our call centre. Chat accessing to our call centre, but our online Chat advisers may also wait until we have received the required

• That if you do not have a smart meter you agree to have one fitted. You can arrange for us to read your meter. However, we may charge you for fitting the Prepayment Meter and

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 statement and set out amounts you owe us in line with your agreed Payment Method at any time.

5.2 Our Bill or statement may be based on a reasonable estimate of your consumption. You should pay the amounts specified on your statement or Bill by the Due Date.

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 on your meter, we may take 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 further information.

5.4 If you do not pay 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 Supply Start Date until we first read your meter or your Supply contract with us ends (whichever is first). We may use that estimate as the basis for working out the charges you should pay for energy supplied during that time.

5.5 You agree to pay us in whichever way we have agreed with you, and you agree to pay the amounts specified in each statement or Bill in full (even if it is based on an estimate of your consumption). You should pay the amounts specified on your statement or Bill by the Due Date. If you do not pay by the Due Date, we may charge the way you pay for (example, from Direct Debit to a Prepayment Meter) to your Statement of Retail Tariffs. If the payment price we charge you may change to reflect this. Also, if we need to change any energy meter or associated equipment which we have 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 any goods or services we Supply against any credits or debts we may Supply to you. For example, if your electricity account is in credit, we can use that credit to pay off any debts for goods or services.

5.6 If you are having difficulties paying, we will discuss your Payment Methods with you and try to help you, in line with our codes of practice. But we can only do this if you contact us to let us know. If at any time you owe us an outstanding charge for 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 against. Where you do not specify which debt you would like your payment to be credited against, we have the right to apply that payment to whichever debt we consider to be most appropriate. For example, we may 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 Agreement, if such outstanding charges include Green Deal Charges then we will apply your payment in the relevant proportions due for the amount of Green Deal Charges and charges for the Supply of electricity in each case.

5.7 If you do not pay the amounts specified in your statements or Bills in the way we have agreed, we can ask you to pay your debts in a different way. This could mean in connection with the amount you owe us (see clause 3). Depending on whether or not you have made your payments on time, we may need to fit a Prepayment Meter at the Premises. We may charge you extra for fitting the Prepayment Meter and supplying you through it.

5.8 If you pay us later than the Due Date, we have the right to charge you:

• 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

• an administration fee of up to £30 plus VAT.

5.9 We have the right to ask you for, and you must pay any reasonable expenses we incur in obtaining the money you owe us, which include any reasonable costs associated with disconnecting, reconnecting or replacing a meter (or both).

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

5.11 It is a requirement that you must pay for Green Deal Charges by the same Payment Method as you pay us for your electricity supply to the Premises. We may change the way you pay for your Green Deal Charges by a different method.

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

5.13.1 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. We will charge you for your usage at the up-to-date estimated rate of energy you consume. If you do not have a meter we may 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 two months, but this will depend on the circumstances where the charge relates 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 a credit on your account, 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 your meter reading up to date. It is important that we receive your meter reading up to date. Where the estimate relates to 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 AMR Metering, allowing us to use it to take regular
7.1.4 You do not need to notify us if you wish to end this Contract Percentage shall be the percentage that we notify you to at the time you enter into this Agreement, 5% if you agreed your contract directly with EDF or 10% if you came indirectly through a Third Party Intermediary (TPI).

7.4.4 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. You must notify us that you wish to end your Agreement with us you will continue to be supplied pursuant to these terms and conditions except that you will be moved on to our Extended Supply Prices until you change supplier or agree a new contract with us. If you have an outstanding balance (including an Early Termination Fee) on your account we will charge you an extra charge for transferring to a new supplier until this has been paid.

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

7.4.6 You agree that the Early Termination Fee represents a genuine pre-estimate of the losses, costs and expenses that we might sustain as a result of the early termination of this Agreement.

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

7.6 We are entitled to:

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

7.6.2 Place you onto our Extended Supply Prices, in which case this contract will continue in full force and effect if:

a) You do not pay Your Bills in full and on time (or pay any Security Deposit that we have asked for);

b) Your Payment Method changes. In particular, if you have agreed to pay your 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) we will agree an alternative method of payment. Also, if the change in the way you pay means we have to change any energy meter or associated metering equipment, we may charge you to cover these costs. In certain circumstances, we also may ask you to pay a Security Deposit (see clause 5 for more details);

c) You threaten to stop paying your debts;

d) You do not carry out any of your other responsibilities under this contract;

e) You break our arrangements with you under this contract for example, if we reasonably believe that you have stolen energy or deliberately interfered with a meter or with any part of the associated metering equipment;

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

g) Your Supply must be cut off under any of the energy supply industry arrangements which we have to comply with; or,

h) There is a risk of danger to the public if the Supply is continued.

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

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

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

8 Our legal responsibility

8.1 We are only legally responsible to you as set out in these conditions. We have no other duty or legal responsibility to you other than 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 we do, or because of events beyond our control, such as a strike, accident, industrial dispute, or failure of transport or shipper has done), you will not be able to claim that we have broken our arrangements with you under this contract.

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

8.4 Our liability to you is not otherwise excluded by anything in this clause 8. Our total legal responsibility to you under this contract is limited to £1,000,000 for one incident, or a total of £10,000,000 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 licence, or regulations that apply to our industry.

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

8.7 Each of the sub clauses 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 agreement with your Local Network Operator 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 your business. The agreement is that you provide us with 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 that we can object to the relevant Point of common Connection (POCC) application 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 (or providing services in connection with your energy supply) to your Premises;

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

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

10.2.4 The new supplier's application is to start supplying any of your Premises; or you give us proper notice that you want to end your Supply with us and that notice period has ended (see clause 7.1);

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: Providing your Premises because you owe money to us; and

• Objected to the new supplier’s application to begin

10.4 We may assign or transfer all or any of our rights (including the right to demand that you pay charges you owe us under this contract or if you refuse to pay them) and legal responsibilities under your supply contract without your permission. We can also subcontract (partly or wholly) any of our obligations under the supply contract without your permission.

10.5 You and your responsibilities under this contract are personal to you and you are not entitled to transfer any part of the contract (including your rights and responsibilities) to another person without getting our written permission first.

10.6 We may stop, suspend or restrict the Supply of energy to your Premises either if we are required to do so by law or if we have reasonable doubt that you have agreed to transfer to another supplier.

10.7 Your rights and responsibilities under this contract are personal to you and you are not entitled to transfer any part of the contract (including your rights and responsibilities) to another person without getting our written permission first.

10.8 We may stop, suspend or restrict the Supply of energy to your Premises if we are required to do so by law or if we have reasonable doubt that you have agreed to transfer to another supplier.

10.9 You and your responsibilities under this contract are personal to you and you are not entitled to transfer any part of the contract (including your rights and responsibilities) to another person without getting our written permission first.

11 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 under this contract or if you refuse to pay them) and legal responsibilities under your supply contract without your permission. We can also subcontract (partly or wholly) any of our obligations under the supply contract without your permission.

11.2 Your rights and responsibilities under this contract are personal to you and you are not entitled to transfer any part of the contract (including your rights and responsibilities) to another person without getting our written permission first.

11.3 We may stop, suspend or restrict the Supply of energy to your Premises either if we are required to do so by law or if we have reasonable doubt that you have agreed to transfer to another supplier.

11.4 We may also have to suspend or stop supplying your Premises with energy if:

11.4.1 For reasons beyond our control, your Local Network Operator or our suppliers have done something they should not have done or have failed to do something they should have done; or

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

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

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

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

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

11.9 You agree that you have read and understood our information policy (see section 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 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 that you are entitled to receive your supplier certificate (form PP1 1) to the following address. Freepost EDF CUSTOMER CORRESPONDENCE. We have the right to change this when you enter into a new contract, or if you give us proper notice that you want to end your supply with us and that notice period has ended (see clause 7.1).

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.

• 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 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.

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 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 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, or with the bank account holder of any Direct Debit instruction we are given in relation to your contract 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.

12.3 Before we can transfer your energy supply to us we may need to ask your current supplier to find out the details of any outstanding debt you may owe them. If we need to change appointed agents (such as meter readers), we may need to give the new agent 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 that they can add you to our 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 we’re owed, prevent people from trading and managing your accounts or insurance policies;

• To check your identity to prevent money laundering, unless you give us other proof of your identity and we are happy with this 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 with CRAs;

• Send information to CRAs, or pass your information to FPAs if we suspect or identify fraud. This information recorded by CRAs may be 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, CRAs and FPAs can be found at https://www.edfenergy.com/sites/default/files/third-party-data-sharing.pdf.

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 shared for marketing purposes. Please remember that other companies may collect information about you.
If you are a Micro Business, from 1 December 2022 we will only be working with TPs 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/directdebt.

How any debit or credit is balanced out

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

Direct Debit whole amount every month or every three months — how it works

• If you don’t have a smart meter or your smart meter hasn’t provided EDF a read. If you don’t have a smart meter or your smart meter hasn’t provided EDF a read. Every month you’ll get a reminder from us asking you to read your meter or pay your regular payment amount.

• If you give a valid meter reading by the date we ask you to, we’ll use this to send you a Bill for the amount we’ll collect from your account for that month or three months. So you can be sure you’re paying for your actual use.

• We’ll also check your regular payment amount to make sure it’s set correctly and that you’re paying for what you use.

• If you don’t give us a reading, we’ll ask you to pay a ‘regular payment amount’ which we work out by calculating how much energy we expect you to use in a year and dividing this into 12 equal payments. We look at any meter readings we’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 straightforwardly.

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/payasyougo 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/payasyougo/

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.