Deemed electricity and gas prices – notes

You will find your prices in your welcome letter. You can also find these on our website at my.edfenergy.com/gas-electricity/tariff-information-labels or by calling us on 0333 210 7070.

Payment methods

Pay As You Go: Pay as you go is a quick and easy way to pay for your energy and means paying in advance through a smart meter. You can pay online via My Account, in-store with a top up card or over the phone.

Direct Debit: This is one of the cheapest ways to pay for your energy because your unit rate is lower in comparison to other payment methods. If, for any reason, you stop paying by Direct Debit you’ll automatically move to Cash/Cheque prices, which are higher.

Important information (Principal Terms)

We’ve tried to summarise what we believe to be the key terms, but they’re all important and you may have a different view of what is most significant to you. That’s why it’s important you read our full terms and conditions and let us know if you have any questions. We’ll send updated copies at least once every 12 months but you can request a copy at any time by contacting us on 0333 210 7070 or going to edfenergy.com/tariff-info.

Charges

Your prices are included in your welcome letter. You can also find these on our website at my.edfenergy.com/gas-electricity/tariff-information-labels or by calling us on 0333 210 7070. You are ultimately responsible for payments for any charges incurred in accordance with these terms.

Closure

These charges are variable and can be changed at any time in accordance with Clause 3 of your deemed supply terms.

Direct Debit

If you want to pay for your electricity or gas by a fixed direct debit, we first need to agree the initial fixed amount needed to cover your annual energy costs. We’ll review this amount within 12 months of the direct debit first being set up, and then on every anniversary of that date (the ‘annual DD review date’). We may sometimes carry out a review before your annual DD review date (for example, if we receive a meter reading), but this isn’t guaranteed.

Whenever we review your direct debit, we’ll estimate the cost of the energy you will use (that is, your ‘estimated annual energy cost’) up to the date of the next annual DD review date. This estimate will be based on the amount of energy you have used in the past, energy prices at the time, and any existing debt or credit on your account.

If your direct debit needs to increase or decrease by more than a set percentage (our ‘specified percentage’) to cover your estimated annual energy cost, we’ll let you know and make the necessary changes. To avoid changing your payments too often, we won’t adjust your direct debit payment if it would result in an increase or decrease of less than our specified percentage.

Cash/Cheque: You pay a higher unit rate for Cash/Cheque than for Direct Debit. If you pay by Debit or Credit card, you are charged Cash/Cheque prices.

Prepayment: Means paying in advance through a Prepayment meter using a prepayment key/ card.

A full list of payment methods can be found on the back of your bill.

- Some of these prices have been rounded. In some instances, more decimals may be shown on your bill. Prices are shown ‘with VAT’. We will charge VAT at the rate which applies for residential energy supplies. This is currently 5%.

- The charges in this leaflet are only available for supplying electricity and gas to continuously occupied premises used only or mainly for domestic purposes.

- If you are responsible for making payments under a Green Deal Plan, we will collect those payments from you using the same payment method as you use to pay for your energy. We’ll only collect Green Deal charges that become due after we start supplying you, and we’ll pass them on to your Green Deal provider.

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

PAY AS YOU GO RULES

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 online, in-store or over the phone.

Supply Contract

Because you have not signed an express contract with us you are currently supplied on one of our deemed contracts. Your deemed contract will end if you subsequently enter into an express energy-supply agreement with us, on the date a new supplier starts to supply you or on the date you no longer own, rent or use the supply (provided we have received at least two working days’ notice from you of this). Further details on this are included in Clause 4 of your deemed contract terms.

Terms

Whilst we have tried to summarise above the terms that we believe might reasonably be of most significant impact, all the terms within our deemed terms and conditions are important and we appreciate that different customers may have different views as to what is of most significance to them. For this reason it is important that you have access to our full deemed terms and conditions. To ensure this is the case, and for the purposes of full transparency, your full deemed terms and conditions and our charges are made available to you at all times via www.edfenergy.com/sites/default/files/r505r883.pdf or by contacting us on 0333 210 7070. Please make sure you read these terms and if you have any questions regarding them please let us know so we can clarify these accordingly.
Deemed Contract Scheme

Scheme for setting out the terms and conditions that will apply to the deemed contracts made under Schedule 6 to the Electricity Act 1989 and Schedule 28 of the Gas Act 1986.

When the scheme begins

This scheme originally came into force on 1 October 2001 and applies to electricity or gas (or both) we supply under a deemed contract to domestic customers, Micro Business and SME customers.

The scheme

We have made this scheme in line with Schedule 6 of the Electricity Act 1989 (the ‘Electricity Code’) and Schedule 28 of the Gas Act 1986 (the ‘Gas Code’). These codes allow us to make changes which may involve revisions to this scheme from time to time. If we do make a revision, we will first send the full text of the revision to our industry regulator, after which time the revision will come into force. We will apply deemed contracts in line with this scheme from time to time. If you do not want this revision to apply, you may opt out of its application by writing to us within 28 days of receiving the full text of the revision.

Note: In these terms and conditions, when we refer to ‘energy’ we mean gas or electricity (or both) we provide to domestic, Micro Business or SME customers.

1 Your and our responsibilities

1a This contract sets out our standard terms and conditions for supplying services under the deemed contract scheme. These terms and conditions apply to you only if you have not entered into a current energy-supply agreement with us (which can be enforced by law), but we are providing you with services.

1b EDF Energy is the trading name we use for providing the services. In line with these terms, we agree to supply services at the premises for the length of this contract.

1c You agree that you or your premises (or will on the date that the services start) and that the premises are currently connected to a mains gas network or your local electricity distributor’s distribution network, or both (as appropriate).

1d You must pay any part of our charges for services that are not currently part of a genuine dispute.

1e You agree that, for as long as we are the supplier registered to your premises, we have the right to change the identification number or meter reference number (as applicable) as the supplier responsible for supplying energy to your premises, all energy that passes through your meter (or meters) or is supplied to the premises (or both) will be treated as having been supplied under our deemed contract scheme, even if you have a contract with any other person for supplying energy to your premises.

1f You understand if you have a smart meter you will lose the functionality currently available to you by switching to EDF Energy.

2 Access to premises and meters

2a You confirm that you are legally able to, and have permission from, any person who owns or occupies the building or structure we supply electricity or gas (or both) to under this contract and under any extra conditions we have agreed.

2b You agree that you are responsible for all pipes, equipment, wires and cables, and all other fittings used in connection with supplying energy on your side of the meter or system. You must ensure that these are kept in good working order and in safe condition at all times. Any losses that happen on your side of the meter are your responsibility.

2c You agree to give your gas transporter, your local electricity distributor, or us (or anyone we authorise) in any other way we have agreed, access to your premises and associated metering equipment. We will try to give you notice of this in good time.

2d You agree to allow us to do this, and to let us (or anyone we authorise) to enter your premises to supply services. In line with these terms, we agree to supply services at the premises for the length of this contract.

2e You agree to allow us to provide, or to use data or information from, any smart meter or other metering equipment we have installed, and to provide any information or data we need to do this.

2f You agree to pay for other charges which we do not have entered into a formal agreement with us for those services.

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

We will not be responsible for any fault relating to any meter or other fitting that we do not own or that has been provided on our behalf, or for any consequences resulting from that fault.

If you take a supply of energy through a prepayment meter, and you use some or all of your meter before changing over, you may affect our responsibility to make sure you buy enough credit units. You must also keep and look after the plastic card, key or other charging device. If your meter is damaged or stolen, or if you lose the plastic card or key (or unless otherwise instructed by us) to charge your prepayment meter, otherwise your meter may not be updated with the consumption information. This may result in you paying a higher price for your energy supply, or for your energy supply prices charging.

2h If this contract (in relation to the premises, we can: (i) recover any energy meter we own or have leased; and (ii) authorise any of our officers, employees, agents, contractors (or any other person we authorise) to enter your premises to recover any energy meter.

We will not use this right if another supplier agrees, before the date this contract ends, to buy or otherwise take possession of that meter on terms that make sure we receive appropriate compensation for the meter’s value.

2i There may be times when we want to install, or appoint another person to install, an automated meter reading (AMR) or a smart meter at your premises. We will agree these terms with you.

3 Prices and changes to terms

3a Your prices were included in your welcome letter. You can also find these on our website at myedfenergy.com/gas-electricity tariff-information-labels or by calling us on 0333 210 7070.

These prices form a part of these terms and conditions.

3b To work out the charges for energy we supply to you, we will apply the tariff we consider most appropriate to your type of meter.

3c We may change any of these terms at any time. If we make a change to the terms of your contract, we will give you at least 28 days’ notice of making a revision. We will continue to supply after we have made this revision, in line with the revised terms.

3d We may also make changes to the prices we charge you (and/or any pricing supplements we may charge you) if we need to change the way we work, do so because of the market, or if the prices we charge you change. We may also make changes to how much you are charged or how you pay for energy at any time. If you have a new contract, your new meter charges may not apply until the next time you change your contract.

3e We will apply energy to you supply to you from the date we make that change. If you have a prepayment meter, your new charges may not apply until the next time you change your meter. If you have a token meter, your meter will be reconfigured with the new prices. It is your responsibility to arrange an appointment to make sure your prepayment meter is correctly configured.

Changes we make in connection with your meter have nothing to do with the changes to the prices we charge you. The prices we charge you may change from time to time in line with the circumstances described in clause 3c above. We would need to do so if we have to act in line with any relevant matter that changes our business costs in a way that is beyond our reasonable control. For example, this could be a relevant change in the law, government instruction or regulation, or to any tax or duty that affects energy supply.

3f We will publish any change we make to our prices for any of the reasons given in clause 3d above.

3g You can take any service which we provide or your gas transporter or local electricity distributor provides as standard, or if you cause us or them to have to pay costs beyond those they would normally be charged to carry out your responsibilities in connection with the meter. However, we may charge you any reasonable costs we have to pay as a result.

3h If the method of payment you use changes (for any reason), the price we charge you may change. However, if you need to change any energy meter or associated equipment because the method of payment you use has changed, we may make a charge to you to cover these costs.

3i Any taxes, duties or levies on energy (including VAT) will apply to all our charges to the extent that they are applicable, or if changed on the date on which we supply energy, transport, sell or supply energy, whether we pay these taxes and other charges direct or refund someone else who is responsible for them.

3j You agree to pay for other changes which apply under this contract and under any extra conditions we have agreed with you from time to time which we include on your energy bill. You agree to pay for such changes which
4 When this contract starts, your rights to end this contract and our rights to stop your supply
4a If this contract ends under clause 7,
4b If you, as the holder of a prepayment meter, have been appointed as a Supplier of Last Resort
4c If you fail to pay any valid bill or statement when due,
4d You may still owe us money if
4e If you are a business customer and you have not

5 Making a complaint
5.1 We will give you a bill or statement at least once a year, but we may give you more often if we think it is reasonable to do so.
5.2 We have the right to estimate your usage if we don’t have
5.3 If you are paying by direct debit, we will send you your
5.4 You can also send a complaint to Citizens Advice or
5.5 If you are a customer who

7 Limits of our liability
7a We are not liable to you for any event or circumstance which could not reasonably have
7b We are not liable to you for any event or circumstance which could not reasonably have
7c If you are a business customer, we are not liable for

8 Nothing in these terms excludes liability for death or personal injury caused by our negligence or

9 Details of our complaint handling procedure can be obtained at
totenergy.com/complaints-policy If you’re not satisfied with the way we’ve handled your complaint, you can
toteenergy@ombudsman.org.uk

11th If we need to give you notice under this contract, we will send it to the address you have given us or the address of the premises we are supplying with energy under this contract (or both).

11s You and we should treat any notice sent by post to have been received two working days after it was sent, and any notice delivered by hand to have been given immediately when it was delivered.

11e These terms and conditions, the price we have sent to you, the information policy and any other documents we refer to make up the whole contract for the service between you and us.

11v We will not be breaking any term of this contract when we act in line with any rights or perform the duties under your energy-supply licences or any other relevant industry arrangement or laws.

11n Nothing in this contract will affect our rights or powers under our energy-supply licences or any other relevant laws.

11m If any term of this contract is found not to be valid or cannot be enforced in full or in part, the rest of the contract will continue to apply as normal.

The laws of England will apply to each contract you have with us and the English courts will have full jurisdiction (legal authority) over any disputes relating to your contract and all non-contractual disputes which relate to the services.

12 Summary of Key Terms

12a Our full name is EDF Energy Customers Ltd, registered office: 90 Whitfield Street, London, W1T 4EZ, incorporated in England and Wales (Trading as EDF Energy).

12b The services to be provided under this contract are the provision of gas and electricity supply, and all associated services required in the course of providing such supply (e.g. metering, customer services, billing etc). The service levels we are obliged to meet, and the compensation arrangements that apply if we fail to do so, are set out in the Standards of Performance booklet, details of which and our performance against these standards will be sent to you at least once a year. Other services are available from EDF Energy (e.g. a range of Energy Services including the supply and installation of energy efficiency measures) and, unless otherwise agreed with us, these will be provided under the terms of a separate contract.

12c In order for us to be able to supply you your premises need to be connected to relevant local electricity distributor's and/or gas transporter's network. If your premises are not currently connected to the relevant local electricity distributor's and/or gas transporter's network please contact us on 0333 200 5117 and we will explain the process for connection and when that connection will take place.

12d Up to date information on all our applicable tariffs, and any other charges we might apply in relation to ancillary services, are available on request if you contact us on 0333 210 7070. You can see a copy of other charges we might apply in relation to ancillary services by visiting a page on our website at edfenergy.com/validations/charges.

12e This supply contract is evergreen, which means it will continue until such time as it is terminated in accordance with its terms, following which to receive a further supply a new supply contract will need to be entered into with us. Any supplies that take place during any period where there is no contract in place between us will be subject to our deemed terms of supply published in accordance with the provisions of the Gas Act 1986 and Electricity Act 1989, each as amended from time to time.

12f If at any time you would like to make a complaint about the service you have received from EDF Energy or have any dispute with us that you wish to discuss in more detail please speak to one of our customer services advisers on 0333 210 7070. If they have not been able to resolve your complaint or dispute please ask to speak to a manager.

13 Extra conditions if you have an EDF Energy supplied smart meter

Your new smart meter and the display unit are an upgrade to your existing meter. By accepting this display unit and your new smart meter, you agree to the following extra terms and conditions.

13a Unless otherwise agreed by us, or we are our agents will own the smart meter and display unit provided by us or on our behalf at all times. If you move house, you must leave the meter and display unit in the premises.

13b You agree that we may use the smart meter to manage your gas and electricity supply without needing to visit your home. This includes reading the meter, monitoring the energy you use, repairing and updating the smart meter, switching the smart meter from credit to prepayment and disconnecting your supply (in the circumstances set out in this contract).

13c Given that your energy charges will vary depending on your chosen product from time to time, and changes in energy charges over time, the information displayed on any display unit linked to your meter may not always be fully up to date and therefore is for guidance only and should not be relied upon as the definitive position.

13d We can use the information from the smart meter so that we can send you a bill, offer you the most appropriate tariffs and energy-saving products and for the other purposes set out in the Information policy below. You will let us collect this information while we supply your electricity or gas (or both).

13e You must take reasonable care to make sure you do not damage or interfere with the display unit. If you do not, you will have to pay our agents’ reasonable costs for visiting your premises and any work that we or they carry out to the display unit or other equipment.

13f You must tell us straight away if there is any damage, a fault or other problem with your display unit, or if you think it has been tampered with or if there are any changes to the display unit which may affect your reading or the way the display unit and meter work.

We will explain the process for connection and when that connection will take place.

Call 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.

EDF Energy 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.