

Deemed electricity and gas prices - notes

Credit Electricity and gas prices are effective from 1 April 2022. For further details on the tariff, please call us on 0333 200 5100.

To find your electricity prices, look in the left hand column to find your supply area.

The columns to the right allow you to identify the meter that applies to you (Standard or Economy 7) and find the prices relevant to you depending on your chosen payment method.

Your gas prices are shown in the blue column to the right of the electricity prices.

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. To view your full terms please go to edfenergy.com/tariff-info

Charges

The charges for your energy supply are set out on pages 2 and 3. You are ultimately responsible for payments for any charges incurred in accordance with these terms.

By being supplied by us on this deemed supply terms means: if you do not have a smart meter you agree to have one fitted, or, if you decide you don't want one installed, you can opt out by letting us know.

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 energy by Direct Debit, we have to agree the fixed amount you need to pay at first to cover your yearly energy costs. We then review this amount twice a year, we might also carry out more frequent reviews to help keep your energy costs on track.

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.

Whenever we review your Direct Debit, we'll estimate the cost of the energy you will use (your 'estimated annual energy cost') up to the date of the next annual Direct Debit review date. This will be based on your past energy use, current prices, and any debt or credit on your account.

At your annual Direct Debit review, if we have an up to date meter reading and your account is in credit by more than £150, you will automatically receive a refund. Any credit lower than this amount or any debit will be used in the calculation for your next 12 month's Direct Debit payments.

If, on the date we review your Direct Debit 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.

If you choose to pay by Direct Debit, you must continue to use that payment method to pay the charges. If you fail to do so, we will write to you, explaining what has happened and giving you a date when you need to re-start your Direct Debit. If you don't do so by this time, we can move you onto the cash/cheque or Pay As You Go prices for your current tariff, which

Payment methods

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.

are typically more expensive. You can find the current cash/cheque and Pay As You Go prices for your current tariff by viewing the relevant tariff information label at edfenergy.com/til, or by calling us

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 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 edfenergy.com/paygpolicy or to request a copy contact us on 0333 009 7000. Pay As You Go go contains additional functionality including auto top up and low balance alert. For more information on how these functions work please visit edfenergy.com/paygpolicy.

Deemed Safeguard Assist Eligibility

Our Deemed Safeguard Assist Contract provides capped energy charges for eligible persons. To qualify you must:

- (a) meet the criteria for the "core" or "broader" group as set out in the Warm Home Discount Regulations, or as otherwise directed by Ofgem from time to time; and
- (b) be on years 6 or 7 of the Warm Home Discount Scheme.

If we cease to offer the Deemed Safeguard Assist Contract, or if you are no longer eligible, we will write to you to tell you. If we do this, we will move you to our standard deemed contract. You will be able to choose another tariff or move supplier without incurring any exit fee.

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 schedule of charges are made available to you at all times via edfenergy.com/energy-tariffs/tariff-terms or by contacting us on 0333 200 5100. 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 Safeguard Assist 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 2B 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 2B of the Gas Act 1986 (the 'Gas Code'). These codes allow us to make changes (known as '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. Once the revision comes into force, it will apply to all deemed contracts we create from that point on. It will also apply to any deemed contracts that already exist, unless the revision says otherwise. If we need to provide evidence of this scheme, any revisions to it, or the Deemed Contract Schedule of Charges (or any changes to it) in any courts of justice or any legal proceedings, we will produce a copy of any document we have sent to our industry regulator as conclusive evidence.

Definitions

The following words and phrases used in this contract have the following meanings.

- **'The Citizens Advice consumer service'** - provides free, confidential and impartial advice on consumer issues, by phone and online, to individual consumers and small businesses.
- **'deemed contract'** means a contract to supply gas or electricity (or both), under these terms. These terms only apply if you are a domestic customer, micro business, or a small or medium enterprise (SME) customer, and using our electricity or gas services (or both) at your premises, without entering into a formal agreement with us for those services.
- **'eligible'** - a person is eligible for this tariff if:
 - (a) they meet the criteria for the "core" or "broader" group as set out in the Warm Home Discount Regulations, or as otherwise directed by Ofgem from time to time; and
 - (b) they are on years 6 or 7 of the Warm Home Discount Scheme
- **'gas transporter'** - the company licensed to deliver gas through pipes to your premises.
- **'Green Deal charges'** - means the charges that we must collect from you as part of the Government scheme for the collection of charges for energy efficiency measures through energy bills and 'Green Deal premises' means premises at which Green Deal charges are owed for the installation of energy efficiency measures.
- **'industry regulator'** - the Office of Gas and Electricity Markets set up by Parliament to protect the interests of consumers.
- **'local electricity distributor'** - the company which owns or operates the distribution network used to deliver electricity to your premises.
- **'Micro Business'** - means a company which meets one of the following criteria: consumes less than 293,000 kWh of gas a year, or consumes less than 100,000 kWh of electricity a year, or has fewer than ten employees (or their full-time equivalent) and an annual turnover or annual balance sheet total not exceeding €2m.
- **'Ofgem'** is 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.
- **'edfenergy.com/energy-tariffs/tariff-terms'** is an independent body approved by Ofgem to investigate complaints. Visit: ombudsman-services.org/energy/ or call 0330 440 1624.
- **'payment method'** - payment by either Direct Debit, cash or cheque, Pay As You Go or any other method we determine.
- **'premises'** - the premises (including any part of any land or building or structure) we supply electricity or gas (or both) to under this contract.
- **'smart meter'** - the meter and equipment we can use to measure how much gas or electricity (or both) you are using, without having to visit your home. A smart meter means you can also see how much gas or electricity you are using.
- **'SME customer'** (small or medium enterprise customer) - any customer who takes a supply of electricity or gas (or both) from us in connection with a business (including any business involving letting, managing agent or accommodation services) and which we bill through our customer information

system (CIS) or our SAP system. (If you are not sure whether you are billed through CIS or SAP, please phone our helpline on 0333 200 5103.)

- **'supply' and 'supplied'** - the energy services provided under this contract (but not otherwise). This may also include services provided in connection with the supply of electricity or gas to the premises.
- **'Warm Home Discount Scheme'** - the government scheme set up pursuant to the Warm Home Discount Regulations 2011
- **'we', 'us', 'our'** - the licensed energy supplier for the services provided to you under this contract (that is, 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, operating under the trading name of EDF Energy and using the supply IDs LOND, SEEB and SWEB).

Full terms and conditions for supplying electricity or gas (or both)

These terms apply to you if you are a domestic customer, micro business, or a small or medium enterprise (SME) customer, and you are using our electricity or gas services (or both) at your premises but have not 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.

If we supply gas to your premises we may need to enforce other terms if your premises are not directly connected to the gas pipeline network operated by National Grid Gas.

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. When we refer to **'services'**, we mean gas, electricity, energy-related services and any other services 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 our 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 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 own or use the 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 agree to 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 meter point administration number or meter point 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.

2 Access to premises and meters

- 2a You confirm that you are legally able to, and have permission to, allow us (or someone appointed by us) into the premises and have full access to your meter (or meters), including agreeing to us gaining remote access to your metering equipment, whenever we need to in line with these terms.
- 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 energy meter (your side of the meter starts at the point energy leaves your meter after the meter has measured it), and that you will make sure that they are kept in good working order and in safe condition at all times. Any energy 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 our employees, agents or subcontractors) safe, full and free access to your premises, and all equipment, wires and cables, and all other fittings used in connection with supplying energy to your premises. If there are any obstructions that prevent us from gaining

access to your premises, and all equipment, wires and cables, and all other fittings used in connection with supplying energy to your premises, you are responsible (at your own cost) for removing the obstruction:

- 2c1 whenever there is a possibility of danger or damage to any thing or property, or at any time we use our powers under an Act of Parliament (or any regulation or similar law made under it) relating to how we deliver or supply energy; and
- 2c2 at all reasonable times for the purposes of installing, maintaining, inspecting, testing or replacing any lines, pipes, wires, cables or any other equipment used in connection with delivering or measuring energy.
- 2d You confirm that the premises have, and that you are authorised to use, metering equipment installed which is capable of providing the information we need to work out your charges in connection with the relevant tariff. The metering equipment must meet relevant industry standards for safety, accuracy and reliability. If you are not sure whether the metering equipment installed at the premises meets these standards, you should contact us. If the premises do not have satisfactory metering equipment installed, we may increase your charges (see clause 3) or ask you to replace your meter, which may involve an extra charge.
- 2e You must make sure that all metering equipment (whether it belongs to us or another person) on or at the premises is not damaged or stolen or lost. You must pay us any costs we may reasonably have to pay (either directly or indirectly) for replacing or repairing the metering equipment (including any call-out charges), unless the damage is caused by fair wear and tear or as a result of something we have done or failed to do.
- 2f 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.
- 2g If this contract (in relation to any service) ends, we can:
 - 2g1 recover any energy meter we own or have leased; and
 - 2g2 authorise any of our officers, employees, agents, contractors (or any other person we authorise) to enter your premises to remove all relevant meters. 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.
- 2h There may be times when we want to install, or appoint another person to install, any energy meter and any associated metering equipment at your premises so that we can improve the service we provide to you. If this is the case, you agree to allow us to do this, and to let us (or anyone we appoint) into the premises to install the meter and any associated metering equipment. We will try to give you reasonable notice before we visit your premises.
- 2i 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 terms**
 - 3a The prices we charge you, and the ways you can make your payment, are set out in the Deemed Safeguard Assist Contract Schedule of Charges (see appendix 1 to this contract). The Deemed Safeguard Assist Contract Schedule of Charges forms a part of these terms and conditions.
 - 3b The Deemed Safeguard Assist Contract is available to eligible persons.
 - 3c We may change any of these terms at any time. If we make a change to the terms of this contract, we will do so by making a revision. We will continue to supply you after we have made this revision, in line with the revised terms.
 - 3d We may also make changes to the information shown in the Deemed Safeguard Assist Contract Schedule of Charges (including the prices we charge you) at any time. Any change will apply to energy we supply to you from the date we make that change. Changes we make to the Deemed Safeguard Assist Contract Schedule of Charges are not classed as revisions, but any changes to the prices we charge you will be shown in the next bill we send to you after making the changes.
 - 3e There may be times when we need to change these terms other than in 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 our businesses.
- 3f We will publish any change we make to our prices for any of the reasons given in clause 3d above in the Deemed Safeguard Assist Contract Schedule of Charges.
- 3g If you take any service other than the service we 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 our responsibilities to you, we have the right to 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 to reflect this. Also, if we 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, duty or levies on energy (including VAT) will apply to all our charges to the extent that they are applicable, or be charged on the work done to process, distribute, transport, sell or supply energy, whether we pay these taxes and other charges direct or refund someone else who is responsible for making the payments.
- 3j You agree to pay for other charges 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 also agree to pay for other charges which arise in connection with Green Deal premises (such as Green Deal charges) and which we are obliged to collect from you.
- 3k Smart meters automatically send us your meter readings. It is your choice whether or not you would like to have a Smart meter installed at your property. By signing up to this tariff you agree to having a Smart meter fitted when we're installing them in your area, and to us contacting you to ask you to book an appointment for its installation. However, if you do not wish to have a Smart meter installed you may, at any time, inform us that you are opting out of having a Smart meter.
- 4 When this contract starts, your rights to end this contract and our rights to stop your supply**
- 4a This contract comes into force either:
- 4a1 on the date we began to supply you (for any reason); or
- 4a2 on the date you began to take a supply from us.
- 4b This contract will end in the following circumstances.
- 4b1 If you enter into a formal energy-supply agreement with us or with another energy supplier (a 'new supplier'), the contract will end:
- a on the date the new supplier starts to supply that energy to you, as long as they are registered with the local metering point administration service as the supplier responsible for supplying energy to your premises; or
- b on the date you and we agree that your formal supply agreement is considered to have started, as long as you enter into a formal energy-supply agreement with us.
- 4b2 If you no longer own, rent or use the premises, the contract will end:
- a on the date you stop owning, renting or using the premises, as long as you have given us at least two working days' notice of this, in writing (in your notice, you should specify the date you will no longer own, rent or use the premises); or
- b two working days after we receive your notice, in writing, that you have stopped owning, renting or using the premises; or
- c on the date we next read the meter at the premises or on the date a new supplier begins to supply the premises, if you do not give us notice that you have stopped, or will soon stop, owning, renting or using the premises.
- 4b3 If this contract ends validly under any other term of this contract, or if you break a term of this contract and we disconnect the supply to your premises or end this contract.
- 4b4 If the industry regulator makes a 'Supplier of Last Resort' direction (when the regulator appoints another supplier to take over responsibility for our customers) or any other valid direction for our premises, and this direction appoints a supplier other than us to provide the services. You will still be legally responsible for paying our charges for providing the services - even if you no longer own, rent or use the premises - until this contract ends under this clause (4b). If we are providing you with more than one service, ending one service will not automatically end the contract for the other service (or services).
- 4b5 If we decide not to continue to offer the Deemed Safeguard Assist Contract, or if you are no longer eligible, we shall notify you, and you can then:
- (a) switch to one of our other tariffs, as long as your new tariff is already available or becomes available within 20 working days of the end date (if you do so we'll let you stay on your Deemed Safeguard Assist Contract prices until you move onto your new tariff);
- (b) switch to another supplier, (as long as they formally let us know within 20 working days of the end date that they will become your registered supplier within a reasonable period, we'll let you stay on your Deemed Safeguard Assist Contract prices until your switch goes through); or
- (c) if you don't do (a) or (b), we'll arrange for your energy accounts to be automatically transferred on the end date to our standard Deemed Contract.
- 4b6 If this contract is in place because we've been appointed by the industry regulator to take over from your previous supplier as a 'Supplier of Last Resort' and you had a credit balance with them, we'll honour it if we committed to do so before we were appointed. We may need to get in touch to check certain information before we do.
- 4c When this contract ends, we will take all reasonable steps to send you a final bill or statement within 6 weeks. Where new information becomes available, we'll send you a corrected final bill as soon as reasonably practicable. We may need to get a final energy meter reading before we can do this otherwise we may need to bill you based on an estimated reading.
- 4c When this contract ends under clause 4b above, we will prepare a final bill or statement for you. We may need to get a final energy meter reading before we can do this otherwise we may need to bill you based on an estimated reading.
- 4d Unless this contract ends under clause 4b, this contract will continue to apply and you will still be legally responsible for paying all charges made under it until the contract ends.
- 4e By taking a supply of energy under this contract, you are authorising us to suspend or stop the supply of energy to your premises in the following circumstances:
- 4e1 You do not pay any security deposit when we ask you to, or all or any part of our charges (that are not part of a genuine dispute) when they become due whether under these terms or otherwise.
- 4e2 You do not carry out any of your other responsibilities under this contract.
- 4e3 You break any of the terms of this contract in a serious way or more than once (for example, if we reasonably believe that you have stolen energy or deliberately interfered with an energy meter or with any part of the energy metering equipment).
- 4e4 We need to cut off your supply of energy in line with any of the energy industry arrangements we work to.
- 4e5 There is a risk of danger to you or other members of the public if we continue the supply.
- 4e6 You are declared bankrupt, an organisation or individual takes formal steps to have you declared bankrupt, or an organisation or individual begins or threatens any other form of insolvency proceedings against you. If, for any reason, we continue to supply you in these circumstances, we may need to fit a prepayment meter at your premises. You will pay the costs of this, which we may collect through the prepayment meter. This action will not affect any other rights we may have.
- 4e7 There are circumstances beyond our reasonable control which mean we are not able to perform our duties under this contract. These circumstances include anything any other energy supplier, distributor, shipper, or transporter has done or failed to do.
- 4e8 We are no longer involved in any of the industry agreements we work to, or the relevant industry agents used to collect and process meter information or to provide and maintain your meter are no longer appointed for each supply point at your premises.
- 4f Both you and we can end this contract immediately if we are no longer licensed to supply energy at your premises.
- 4g If this contract ends, or if we become entitled to suspend or stop the supply of energy to your premises under this clause (4), we will be entitled to take action (or appoint someone else to take action on our behalf) to prevent energy from being supplied to your premises under the contract or to disconnect your premises (or both). You agree to let us into your premises at all reasonable times to do this.
- 4h Ending your contract will not affect any rights and responsibilities you or we had before the contract ended, or any rights and responsibilities due to come into force or continue after the date it ended. Clauses 4c, 5.5, 5.6 and 5.7 continue to apply even after our supply licence has ended.
- 4i If you are responsible for paying Green Deal charges, your responsibility will continue after this contract has ended and your new supplier will collect your Green Deal charges when they take over supply to your premises.
- 5 Billing and payment**
- 5.1 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 energy usage based on the amount of energy we reasonably consider that you have consumed (or which we estimate you have consumed in accordance with paragraph 5.2 below) 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 older charges because of any unreasonable act or omission on your part, or
- c) any other circumstance applies which our regulator confirms that we may seek to recover charges relating to consumption that is older than twelve months.
- Where we don't have an up to date meter reading we will bill you based on an estimated reading using the information that we have available about your property, however to help us to improve the accuracy of your bills please provide us with an up to date and accurate meter reading at least once per year.
- 5.2 We have the right to estimate your usage if we don't have all the information we need (including the energy you have used during any period) to work out the charges you owe us. We'll estimate using information we have about the energy used at the premises. This may take into account adjustments to reflect seasonal changes in use and previous meter readings, or the characteristics of your home and household energy use, or price changes.
- 5.3 If your meter is not read immediately before the supply start date, or we reasonably believe that the reading we have is not accurate, we may estimate the amount of energy supplied during the period beginning with the supply start date and ending with either:
- (a) the date the meter is first correctly read after the date we start supplying you; or
- (b) the date your contract with us ends; whichever is earlier.
- 5.4 We can charge you any reasonable costs and expenses we have to pay in carrying out our responsibilities to you. This includes any reasonable costs connected with distributors' services, recovering money you owe, and disconnecting, reconnecting or replacing any metering equipment.
- 5.5 We have the right to use or transfer any debts or credits you have on your energy account: (a) with a previous supplier to us; or (b) with us to a new supplier. Either of us can use credit you have on an account with us to pay off debt you owe us or our group companies.
- 5.6 If you're struggling, you can pay through deductions to social security you receive, by regular instalments or by using a prepayment meter (provided we consider this safe and practical). We'll also let you know how you can reduce your charges by using energy more efficiently.
- 5.7 We'll only take debt recovery actions which we consider to be proportionate.
- 6 Making a complaint**
- 6.1 It's really important that you're happy with the service we provide. If something's gone wrong, we want you to let us know, so we can fix the problem. Let our Customer Services team know what's happened. If they can't fix the problem straight away, they'll let you know how long it'll take and provide updates along the way. You can reach them on 0333 200 5100. (Monday to Friday from 8am-6pm) email customer_correspondence@EDFenergy.com or write to Freepost EDF CUSTOMER CORRESPONDENCE
- If you're not happy with how your complaint is progressing, let your complaint handler know. They'll arrange for your complaint to be reassessed and let you know the outcome.

You can see our full complaints procedure on our website.

6.2 If your complaint is unresolved after eight weeks or you've received a 'deadlock' letter, you can call the Energy Ombudsman on 0330 440 1624 (Monday to Friday 9am-5pm), email them at enquiry@ombudsman-services.org or by visiting ombudsman-services.org/sectors/energy. Their services are free and independent and any decision they make is binding on us - not you.

6.3 You can get help with energy problems. This includes issues with your bills, meters, or if you're struggling to pay for your energy use.

If you live in England or Wales, go to citizensadvice.org.uk/energy or contact the Citizens Advice consumer service on 0808 223 1133. Calls are free.

If you live in Scotland, go to energyadvice.scot or contact Advice Direct Scotland on 0808 196 8660. Calls are free.

Citizens Advice and Advice Direct Scotland are the official sources of free and independent energy advice and support.

7 Security

7a We may, at any time (except in certain circumstances if you are supplied through a prepayment meter or if it is otherwise not reasonable), ask you for a reasonable deposit (or other form of security) towards the charges in connection with any services we provide to you. If we do this, we will agree with you any special terms we need to enforce relating to the deposit. If we cannot agree these special terms with you, or if you do not provide the security deposit, we may stop supplying the services after giving you reasonable notice. If we do this, clause 4g will apply.

7b The deposit we ask for will not be more than the amounts the conditions of our energy licences allow. Unless it is reasonable for us to keep a deposit for a longer period, we will repay it to you after a year, with interest at a rate set by the energy regulator. We will make this repayment:

7b1 within 14 days if, during the previous full year, you have paid all our bills or statements within 28 days of the date of each bill or statement; or

7b2 within a month if the arrangements to supply you with energy under this contract have ended and you have paid all our charges.

7c When we repay a deposit, we may take from it any money you owe us.

7d If we ask you to pay a deposit and you do not agree to this, or you do not agree with the amount we have asked for, or if you have a complaint about any of our services, you may contact our customer service centre. You may also refer your complaint to the Energy Ombudsman which is an independent body approved by Ofgem, the UK gas and electricity regulator, to investigate complaints. Details of our complaint handling procedure can be found at edfenergy.com/sme-complaints

If you are a Micro Business you can also contact Citizens Advice consumer service (a free, confidential and impartial advice service for consumers) for clear, practical and unbiased advice on all kinds of questions relating to Micro Businesses. You can visit their website adviceguide.org.uk or call them on 0808 223 1133.

8 Limits of our liability

8a We are only liable (legally responsible) to you as set out in these terms and conditions. We have no other duty or liability to you, and all responsibilities, guarantees and any other conditions implied by law or otherwise will not apply, as far as this is allowed by law.

8b We will not be liable to you for any event or circumstance beyond our reasonable control, including anything any other energy supplier, distributor, transporter or shipper does or fails to do.

8c We are not liable to you in any way for any indirect or direct loss of income, business or profits, or for any other loss or damage that could not reasonably have been expected at the time we entered into this contract, other than that caused by us acting fraudulently. Also, we will not be liable to you for any loss you suffer as a result of your liability to any other person (however this is caused). As a result, we recommend that you consider insuring yourself against all these types of losses.

8d As far as our liability to you is not otherwise excluded by this clause (7), and except as set out in 7e below, we will only be liable to you for up to a maximum of £10,000 for all incidents that lead to damage we are liable for or which involves us breaking a term of your contract (or both).

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

liability to you resulting from us failing to carry out our legal duty under Section 12(1) of the Consumer Protection Act 1987.

8f This clause (7) will apply even after this contract has ended. As far as this clause (7) it excludes or limits liability, it will take priority over any other term of your contract (or contracts) for any services.

8g Each of the subclauses (7a to 7g) of this clause is a separate limit to our liability and will apply if, for any reason, one or more of these terms is found not to be valid or to be unreasonable. Also, each subclause will continue to apply after the contract has ended.

8h Ofgem issues a direction to another supplier requiring it to take over the supply to your premises, including in circumstances where Ofgem has decided that an event has occurred, or situation has arisen, which means it is allowed to revoke our supply licence; and has revoked our supply licence.

9 National Terms of Connection - electricity

Your supplier is acting on behalf of your network operator to make an agreement with you. The agreement is that you and your network operator both accept the National Terms of Connection (NTC) and agree to keep to its conditions. 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 rights and duties in relation to the connection at which your network operator delivers electricity to, or accepts electricity from, your home or business. In the case of some non-domestic sites, as further described in the NTC, the NTC provide for the continuing application of site-specific connection terms agreed with a previous owner or occupier of the site. Your network operator will be able to tell you whether or not site-specific connection terms exist. If you want to know the identity of your network operator, or want a copy of the NTC or have any questions about it, please write to: Energy Networks Association, 1st Floor, 4 More London Riverside, London, SE1 2AU; phone 0207 706 5137, or see the website at www.connectionterms.co.uk

10 Information policy

You agree that you have read and understood our information policy (set out in appendix 2 to this contract), and that you fully agree to its terms (in particular, that you agree to your personal information being used in the way described in the information policy).

11 Other conditions that apply

11a We can transfer all or any of our rights (including the right to recover unpaid charges) and liabilities under your contract, or appoint a subcontractor to carry out any of our responsibilities under the contract (or both), without your permission.

11b Your rights and duties under this contract are personal to you. You cannot transfer them to another person without our written permission.

11c We may have to stop, suspend or limit the supply of services to your premises as a result of an Act of Parliament or any regulation or direction made under it. While that law, regulation or direction is in force, you must not use these services, or you must keep to the limits set on these services, in line with our instructions.

11d You agree to any change we need to make to the terms of your contract as a result of a change in a licence or an order or decision made by the relevant authority.

11e If we do not enforce any part of this contract at any time, this will not stop us from doing so in the future.

11f We may sometimes monitor and record calls that you or we make in relation to our customer services and telemarketing. This is to improve the quality of our customer services and for training purposes.

11g If you need to give us notice under this contract, you must deliver it by hand or post or fax it to the address shown on this contract or on your last bill.

11h 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).

11i 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.

11j These terms and conditions, the Deemed Safeguard Assist Contract, or if you are no longer eligible, we shall notify you, and you can then: (a) switch to one of our other tariffs, as long as your new tariff is already available or becomes available within 20 working days of the end date (if you do so we'll let you stay on your Deemed Safeguard

Assist Contract prices until you move onto your new tariff);

(b) switch to another supplier, (as long as they formally let us know within 20 working days of the end date that they will become your registered supplier within a reasonable period, we'll let you stay on your Deemed Safeguard Assist Contract prices until your switch goes through); or (c) if you don't do (a) or (b), we'll arrange for your energy accounts to be automatically transferred on the end date to the most appropriate standard variable or fixed tariff that we have on offer at the time based on your current type of meter and payment method. We'll include the prices for this tariff when we write to you.

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

11l Nothing in this contract will affect our rights or powers under our energy-supply licences or 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.

11n 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 (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 others charge we might apply in relation to ancillary services, are available on request if you contact us on 0333 200 5100. 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/additionalcharges.

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 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 200 5100. If they have not been able to resolve your complaint or dispute please ask to speak to a manager. If you are still not satisfied, please visit the Energy Ombudsman ombudsman-services.org/energy or phone them on 0845 055 0760. For all tariff Terms and Conditions please visit edfenergy.com

13 Extra conditions if you have an EDF supplied smart meter

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

13a Unless otherwise agreed by us, we or 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 Pay As You Go 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.
- 13 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 stop it from getting information from the smart meter (for example, if you carry out building work that may impact on communication between the two devices and/or us)

Appendix 1 - Deemed Safeguard Assist Contract Schedule of Charges

To see our Deemed Contract Schedule of Charges (as amended from time to time), phone us on 0333 200 5100 (see the note below) or visit edfenergy.com/energy-tariffs/tariff-terms

Note: We may monitor and record calls to improve our service. 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.

Appendix 2 - Information policy

We are committed to respecting your rights to privacy and this information policy explains how we will use your data in order to process your personal data in connection with the supply of energy and in connection with Green Deal if you are supplied at Green Deal premises:

- 1 You agree to promptly give us, free of charge, any information we reasonably need to:
 - a set up, monitor and manage your energy account;
 - b set and manage any security deposit we need;
 - c enter into all agreements and get the registration we need to supply you;
 - d supply you in line with your contract and the industry arrangements we work to;
 - e act in line with our rights and responsibilities under your contract;
 - f keep to all relevant laws; and
 - g transfer your account to another supplier, when your energy account with us ends.
 - h help run, and contact you about improving the way we run any accounts, services and products we have provided before, now or in the future;
 - i create statistics, test computer systems, analyse customer information and use it to tailor offers to you which we believe will be of particular interest to you (including using information about what you buy from us and how you pay for it);
 - j take part in a government or an industry group project or data-sharing initiatives, for example, those designed to tackle fuel poverty, improve energy efficiency or otherwise promote recognised social and/or consumer interests;
 - k help prevent and detect debt, fraud and loss;
 - l help train our staff;
 - m as part of the process of selling one or more of our businesses; and
 - n collect Green Deal charges from your bills if you are supplied at Green Deal premises.

You agree to us sharing this information with other people or organisations if we need to do this for the purposes set out above. This may include sharing this information with anyone who jointly holds an energy account with you, or with the person who holds the bank account for any Direct Debit you have set up to make payments on your energy account. We may also exchange information between any of your energy accounts that are with us or any of the companies in our group.

- 2 If we need to change agents (for example, meter readers), they may need to share your details with the agent replacing them.
- 3 If you give us information to carry out a credit check, we will use your information to:
 - a check your details with a fraud protection agency, or a number of agencies (if you give us false or inaccurate information and we suspect fraud, we will make a record of this);
 - b help make decisions about credit and credit-related services, for you and members of your

- household (other organisations may use these records for the same purposes);
 - c help make decisions on motor, household, credit, life and other insurance proposals and insurance claims, for you and members of your household;
 - d trace and recover debt from you (if you owe us money), prevent fraud, and manage your accounts or insurance policies; and
 - e check your identity to prevent money laundering, unless you give us other satisfactory proof of your identity.
- 4 By taking services under this contract, you agree to us using and sharing your information in line with this policy.
 - 5 If your premises are Green Deal premises, 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 under 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 will process personal data in relation to Green Deal is available from the Panel Secretary appointed by the Secretary of State.
 - 6 If you have any questions about the information we are holding about you and how we use it, or if you believe that the information we have about you is wrong or needs to be updated, please call 0333 200 5100. (We may monitor and record calls as part of our customer care programme. We may monitor and record calls to improve our service. 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.

Appendix 3 - Energy Consumer Guidance

It's important to know your rights when it comes to energy. You can get free, independent advice from Citizens Advice if you need any help. For example, they can help answer questions about your bills or meter, and check if you can get discounts, grants or a cheaper tariff. Visit citizensadvice.org.uk/energy or contact the consumer helpline on **0808 223 1133** to find out more.

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.

edfenergy.com

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.

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