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 ask for a copy at any time by contacting us on 0333 200 5100 or going to edfenergy.com/tariff-info.

**Charges**
Your energy prices and the date your tariff ends are set out in your Tariff Information Label. These unit prices will be reviewed every six months for the duration of the tariff and are guaranteed to be 2.5% less than the published Ofgem Standard Variable capped unit rate. Your new unit prices will take effect on the 1st of April and the 1st of October each year and we’ll contact you via your preferred communication method to tell you what these will be. You can end this contract at any time by giving us notice. There are no exit fees for leaving the tariff.

If you don’t pay in line with your payment method your contract may end or change. This could result in a change to your payment method or charges (or both). You’ll get at least seven working days’ notice of this. If we make any other change which is to your disadvantage, we’ll tell you and give you the chance to change supplier. We’ll explain what you need to do and when, at the time. You are ultimately responsible for any charges incurred in accordance with these terms.

Signing up to this tariff means: that 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.

**Direct Debit Payment Method**
If you want to pay for your energy by Direct Debit, we need to agree the fixed amount you need to pay at first to cover your yearly energy costs. We’ll then review this amount every 12 months. We might carry out more frequent reviews, but this isn’t guaranteed. Unless we decide that it’s necessary to do so, we won’t alter your Direct Debit at the point you make any extra ‘one-off’ payments or when you change your tariff, but at each review we will take account of one-off payments you have made and changes to your tariff rate.

We review your Direct Debit payments in line with our Direct Debit rules, which form part of these terms. You can find them at edfenergy.com/directdebitrules.

**Pay As You Go**
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 contains additional functionality including auto top up and low balance alert. For more information on how these functions work please visit edfenergy.com/paygpolicy

Flexible Control
You can end this tariff at any time by giving us notice and there are no exit fees.

For the duration of this tariff, you’re guaranteed to pay a unit rate that is 2.5% below Ofgem’s published Standard Variable capped unit rate. Your unit rate can go up as well as down but will always be less than Ofgem’s published Standard Variable capped unit rates for the duration of the tariff. For the daily standing charges, you will pay the same rate as Ofgem’s published cap prices in your area. You can view Ofgem’s published cap prices at ofgem.gov.uk. Any price changes will take effect from the 1st of April and the 1st of October each year. We will contact you to tell you what your unit rate will be prior to the effective dates and your new unit rate will be set out in your Tariff Information Label. If the Ofgem SVT price cap ends prior to the Flexible Control tariff end date, we will continue to apply the same prices as set out in your Tariff Information Label for the most recent cap period until your tariff end date.
1. Introduction

1.1 This is a contract for us to supply energy to you. By entering into it you agree to keep to its terms. Please read it carefully so you understand your responsibilities. The standards we must meet in supplying energy to you, and the compensation arrangements that apply if we fail to meet these, are set out in the Standards of Performance booklet.

1.2 You are responsible for making sure your premises are connected to all relevant distributors’ networks. If they’re not currently connected, please contact us.

1.3 Our responsibility to supply your premises (and your responsibility to pay for the supply) begins on the supply start date. From this date and for as long as we’re the registered supplier, all energy that passes through your meter or which is supplied to the premises will be treated as being supplied under this contract, even if you have a contract with any other person.

1.4 This contract continues until it is ended in line with clause 7. After this time, if you want to receive a further supply, you will need to enter into a new contract with us. Any supply made during any period where there is no contract between us will be governed by our ‘deemed terms of supply’ published under the Gas Act 1986 and the Electricity Act 1989.

1.5 If you’re a new customer we do not currently supply, we’ll need to ask for a supply transfer. This will be completed within 21 days after we have given your previous supplier notice, unless:

(a) you tell us to do otherwise; or
(b) one or more of the conditions set out in Standard Licence Condition 14A.2 of our gas or electricity supply licence. (Note: for the ‘exceptions’ applies (in which case we’ll contact you to deal with the issue as soon as possible).

2. Access

2.1 You agree to give us, or any person we tell you about, safe, full, and unobstructed access to your premises and all metering and equipment that we use in connection with supplying your energy. For example, this includes:

(a) if you are not sure if your metering equipment is appropriate.
(b) if we need to change your metering equipment.

2.2 You are responsible for all pipes, equipment, wires, and cables that are used in connection with supplying energy to your side of the meter and your maintenance and safe condition. (Your side of the meter starts at the point energy leaves your meter after the meter has measured it, and includes your home wiring). Any energy losses that happen on your side of the meter are your responsibility. If you ask for a meter inspection at your premises, we may charge you.

2.3 You must make sure that your premises have a suitable meter installed that meets relevant industry standards for safety, accuracy, and reliability and which is capable of providing all the information we need to provide and measure energy in line with the type of tariff you have chosen. If the premises do not have a satisfactory meter installed or the meter is not in a suitable place, we may replace, reposition or reprogramme it (for which we may charge you) or we may change your tariff to one that we consider appropriate (which may affect your prices). We will not be responsible for any fault relating to metering equipment that we do not own or that has not been provided on your behalf. You should call us if you are not sure if your metering equipment is appropriate.

2.4 If you have a ‘smart meter’ that we can read without coming to your premises, and you agree that:

(a) it and the in-home display unit must not be removed from the premises without our permission;
(b) we may use it to remotely monitor the energy you use;
(c) we may remotely repair and update it, switch it from credit to prepayment or disconnect your supply or both;
(d) we may use information from it to work out your bill, offer you appropriate tariffs and other products (including any associated in-home display device) and for any other purposes in line with the information policy; and
(e) from time to time to inform the information from your smart meter may not correctly reflect the energy you have used. In such circumstances we have the right to apply the correct charges which will be applied to your smart meter or reflected in a separate bill.

2.5 You must make sure that all metering equipment is not damaged, stolen or lost and is kept in safe condition.

3. Energy price, tariff features and charges

3.1 You agree to pay all charges due under this contract which are not genuinely disputed, even if the charges are based on an estimate of your energy use.

3.2 You can end this tariff at any time by giving us notice and there are no penalties. For the duration of this tariff, you’re guaranteed to pay a unit rate that is 2.5% below Ofgem’s published Standard Variable capped unit rate. Your unit rate can go up as well as down but will always be less than the published Standard Variable capped unit rates for the duration of the tariff. For the daily standing charges, you will pay the same rate as Ofgem’s published cap prices in your area. You can view Ofgem’s published cap prices at ofgem.gov.uk. Any price changes will take effect from the 1st of April and the 1st of October each year. We will contact you to tell you what your unit rate will be prior to the effective dates and your new unit rate will be set out in your Tariff Information Label. If the Ofgem SVT price cap ends prior to the Flexible Control tariff end date, we will continue to apply the same prices as set out in your Tariff Information Label for the most recent cap period until your tariff end date.

3.3 We may at any time (except if you are supplied through a prepayment meter or if it is otherwise not reasonable), ask you to pay a deposit or to change your way of paying (including on credit, via a ‘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.
be less than the Ofgem SVT price cap. Your new unit prices will be effective from the 1st of April and the 1st of October each year and we will write to you prior to the effective date to tell you what these will be.

3.8 Except for a change in law, regulation, tax or duty which affects us in a way that is beyond our reasonable control or the introduction of a new tax, duty or charge which we have to or allowed to recover from you through your energy bill (or bills), the terms and conditions for your Flexible Control tariff will not change until the end date.

3.9 If you’re already an EDF Energy customer and are changing your tariff, you won’t receive the benefits of your new tariff (for example its prices) until we process the change. We’ll write to you to confirm when this will happen.

3.10 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.

Low Carbon

3.11 At the end of each fuel mix reporting year we’ll make sure we’ve bought enough low-carbon nuclear electricity to match the total volume of electricity supplied under this contract. The fuel mix reporting year begins on 1 April and ends on 31 March the following year.

4. Changes to terms

4.1 If you choose to switch to another tariff, we can extend your current Flexible Control tariff prices until your transfer to your new tariff takes place (a ‘tariff extension’). We won’t apply a tariff extension if you have outstanding balances.

4.2 We are allowed to change all terms of supply at any time, as long as the change is not to your disadvantage. Any changes will apply from the date we publish them on our website. If you don’t pay as you agree may charge.

4.3 If you have a debt which is still not paid after 28 days or if you fail to keep to any payment method we agree with you, we may change your payment method.

4.4 If you wish to change supplier, you may move to a ‘deemed contract scheme’, which has different prices and terms and conditions. These are available at edfenergynow.co.uk. If this happens, or if we change your contract under clause 4.3, you will no longer benefit from features such as any fixed-price period, or any guarantee that your energy comes from any particular type of generation.

Your right to change terms

4.5 You are allowed to change any of the following terms at any time.

(a) Payment method – if your meter is not a prepayment meter, you may change your current tariff from Direct Debit payment (as long as you give us a valid Direct Debit mandate), and vice versa.

(b) Type of meter – as long as you have paid all charges due under your tariff supports your chosen new meter, you may change your current tariff from standard metering to multi-rate (for example time of use, standing, and vice versa).

(c) Moving home – if you move home and the payment method and meter type at your new home support your existing tariff, you may change the premises being supplied to your new premises. If you decide to do this, you must tell us which fuel you want us to supply at your new premises so that we can apply to become the registered supplier for those fuels.

4.6 To do any of the above you need to ask us. If you do, the changes will have proceeded your request. Your charges may change as a result, and you agree to this. You may also have to pay costs associated with changing your meter. We will explain any changes to your charges and any extra costs to you at the time.

Ending a tariff

4.7 In advance of the tariff end date we’ll write to remind you if your Flexible Control tariff is ending.

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; or
(b) switch to another supplier (as long as they formally let us know within 20 working days of the end date that they have an agreement with an EDF Energy customer and we consider you to be a prepayment customer in a reasonable period, we’ll let you stay on your Flexible Control tariff prices until your switch goes through.

(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.

5. Billing

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:

(a) we have previously taken steps to recover payment for charges which are older than this,
(b) we have not taken action to recover such older charges because of any 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 are older than twelve months.

5.1A Because we are only permitted to bill you for energy in accordance with clause 5.1, it is very important that we receive information about your energy use at least once per year, and so you must:

(a) allow any meter reader or other EDF Energy representative access to you, or to the key or card we have issued to you, to your property (including any parts of your property that we represent free and unimpeded access to read your meter);
(b) if you have a smart meter, allowing us to use it to 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.

(c) any other circumstance applies which our regulator confirms that we may seek to recover charges relating to consumption that is are older than twelve months.

6. Payment

6.1 You must pay your bill by the due date on the bill (or if a due date is not given within 14 calendar days of the bill date) using the payment method we have agreed with you.

6.2 If you have a debt which is still not paid after 28 days or if you fail to keep to any payment method we agree with you, we will treat this as you giving us notice to end your contract with us under clause 7.1.

6.3 If you are being supplied at premises where Green Deal charges apply, we’ll collect these from you through your bill or statement. You must pay Green Deal charges using the same payment method as you pay for your energy. You cannot choose a different method.

6.4 If you owe us any outstanding charges, and you settle a payment for these outstanding charges, we’ll put it towards whichever debt and in whichever proportions we consider appropriate.

Direct Debits

6.6 If you want to pay for your energy by Direct Debit, we need to agree the fixed amount you need to pay at first to cover your yearly energy costs. We’ll then review this amount every 12 months. We might carry out more frequent reviews, but this isn’t guaranteed. Unless we decide to do so, we won’t alter your Direct Debit at the point you make any extra ‘one-off’ payments or when you change your tariff, but at the next annual Direct Debit review date we’ll review your Direct Debit charges using the same payment method as you pay for your energy. You cannot choose a different method.

6.7 Whenever we review your Direct Debit, we’ll evaluate the cost of the energy you use and the Direct Debit charges, we’ll put it towards whichever debt and in whichever proportions we consider appropriate.

6.8 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 months. If your Direct Debit is in credit or in debit, we’ll write to you to explain what happened and give 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
prices for your current tariff. You can find the current cash/cheque prices for your current tariff by viewing the relevant tariff information label at edfenergy.com or by calling us.

Debt

10.6 If we agree a payment method with you, you must make payments in line with it. If not, we can withdraw it and all outstanding charges will then be due in full.

10.7 If you don't pay our bills in the way we've agreed, we'll ask you for an alternative method and this may increase the price you pay for your energy (see clause 3.3). If this means we fit a prepayment meter, clause 3.1 will apply whenever you are responsible for the costs, which we'll tell you about at the time.

10.8 We have the right to charge you interest if you are late paying any debt you owe us. This will be at a yearly rate of 5% of England bank lending rate at the relevant time.

10.9 If your contract ends and you do not pay the charges due under the contract within 28 days of it ending, we may transfer to your new supplier the right to recover these charges from you (within certain limits set out in our licence). Equally, in line with the same limits, when your contract begins, your previous supplier may grant us the right to recover any unpaid charges from your contract with them. In these circumstances, you agree that we can collect from you the amount you owe, plus reasonable costs.

7. Ending your contract

7.1 From the day after signing up with us, you have a 14 day cooling-off period during which you can cancel this contract. You can also end this contract with us at any other time by:

(a) asking another supplier to become your registered supplier (your new supplier should then formally contact us and this contract will end when they become your registered supplier);
(b) giving us notice as set out in clause 6.2. If you do this, you will still be responsible for paying your charges for the period we are your registered supplier.

If we continue to be your registered supplier after you try to end this contract, unless you agree a different contract, you will move onto our prepayment meter contract set out in clause 11.1.

7.2 If you use your right under clause 4.5(c) and want to stop taking one of the fuels we supply (for example, you go from dual fuel to electricity only), you may do so if:
(a) another supplier becomes your registered supplier for that fuel; or
(b) your new premises do not receive a supply of that fuel (for example, if your new premises is not connected to the gas supplier’s system) and you do not arrange for it to start receiving one. In these cases, this contract will no longer apply to the relevant fuel.

7.3 Unless you use your right under clause 4.5(c), if you change your premises or ask us to notify us so we can end this contract. If not, you'll still be legally responsible for the charges at the original premises. After we're reminded, we will have two working days to cancel the contract.

7.4 If you use your right under clause 4.5(c) and we are not already the registered supplier for your new premises, our responsibilities to you under this contract will be suspended from the date you leave your old premises until the date we become the registered supplier of your new premises. The contract will continue with the happens while it is suspended, and you will still be responsible under it for bills relating to energy used at your old premises up until a new person takes over that responsibility.

7.5 We can end our arrangements with you under this contract by giving you written notice except if we are acting under clause 7.6 (in which case, we do not need to give you notice).

7.6 We are entitled to end this contract immediately in any of the following circumstances.

(a) You do not keep to any of its terms.
(b) You no longer own, rent or use the premises.
(c) You have any form of bankruptcy or insolvency proceedings brought against you.
(d) We reasonably believe that you have stolen energy or deliberately interfered with any metering equipment.
(e) There is a risk of danger to you or others if we continue the supply.
(f) Circumstances beyond our reasonable control mean we are not able to carry out our duties under this contract (for example, anything other energy supplier, distributor, or other person does or fails to do).
(g) We are no longer licensed as an energy supplier or are asked to stop supplying you by Ofgem or another industry regulator.

(h) You have any form of bankruptcy or insolvency proceedings brought against you. If you are an independent energy advice and support. Your supplier is acting on behalf of your network operator to make an agreement with you. The NTC can help you to get in touch with us first on 0333 200 5100 (Monday to Friday from 8am to 5pm, Monday to Friday, email complaints@EDFEnergy.com or write to: FREEPOST EDF ENERGY – PLYMOUTH

Details of our complaint handling procedure can be obtained at edfenergy.com/makingacomplaint. If you’re not satisfied with the way we’ve handled things after contacting us there are other options you can take.

You can contact the Complaints Resolution Team by calling 0333 200 5101 (8am to 5pm, Monday to Friday), email complaintresolution@edfenergy.com or write to: FREEPOST EDF ENERGY – COMPLAINTS RESOLUTION.

If, after eight weeks, you’re still not satisfied with the way we’ve handled your complaint, you can phone the Ombudsman Services. Energy on 0330 440 1624 (9am to 5pm Monday to Friday). Or, you can email them at info@ombudsman-services.org. The Ombudsman is free, independent. If the Ombudsman finds we have not acted correctly, they will make recommendations on how we can put this right. This might include:
(a) an apology or explanation;
(b) compensation;
(c) any other relevant action.

They may investigate your complaint if you are a residential or microbusiness customer and if you have received a deadlock letter from us or if you are unhappy with the guidance or outcome and eight weeks have passed since you first made the complaint to us.

10.3 Contact Citizens Advice if you need help with an energy problem – for example, with your bills or meters, or if you’re struggling to pay for the energy you use. They’re the official source of free and independent energy support.

Go to citizensadvice.org.uk or call them on 03454 04 05 06. Calls are charged at your normal rate.

11. National Terms of Connection

11.1 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 these. 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
11.2 You accept that if we also provide you with gas under this contract, we have entered into an arrangement with your gas shipper in order to provide you with a gas supply. If your gas shipper suspends your supply for a period of time because of a gas shortage, we will pass on any compensation payment due to you as soon as possible after we receive the payments from the gas shipper.

12. Supply characteristics – electricity

As required by law, the electricity delivered to your premises through the distribution system will be supplied: (a) if you have a single-phase supply, normally at 230 volts declared alternating voltage, with an allowed range of voltage variation from plus 10% to minus 6%; (b) if you have a three-phase supply, normally at 400 volts nominal alternating voltage, with an allowed range of voltage variation from plus 10% to minus 6%; and at either of the above voltages at a frequency of 50 hertz, with a permitted nominal variation of plus or minus 1%.

13. Information policy

13.1 We respect your privacy and are committed to providing you with a clear understanding of how we use your data. To find out about the ways in which we protect and use your data, please visit our Privacy Notice and Policy at edfenergy.com/yourprivacy.

If you’d like a hard copy of the privacy policy you can contact us on 0333 200 5100 and we’ll post it to you.

Flexible Control tariff can be withdrawn from sale at any time and is available for a limited time only. 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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<th>EDF Energy fuel mix per tariff or product</th>
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<th>Gas</th>
<th>Nuclear</th>
<th>Renewable</th>
<th>Other</th>
<th>CO2 g/kWh</th>
<th>Radioactive Waste g/kWh</th>
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