IMPORTANT INFORMATION (KEY 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 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 won’t change until the date your Dual Fuel Saver tariff ends or your payment type changes. You can end this contract at any time by giving us notice. However, you may need to pay an exit fee of £10 per fuel if you end the contract more than three months before its end date – either by leaving the tariff, changing supplier or moving home without taking the tariff with you.

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 payments for any charges incurred in accordance with these terms.

DIRECT DEBIT AND 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/directdebritules

PAY AS YOU GO PAYMENT METHOD

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/paypolicy 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/paypolicy

ELIGIBILITY

This tariff is only available to existing domestic electricity or gas customers who we currently only supply one fuel to, and who agree to have both their fuels supplied by EDF.

DIRECT DEBIT RULES

Direct Debit is an easy way to pay for your energy and helps you budget for your bills. It's good value too – because you’ll benefit from a lower unit rate for your energy.

BUDGET DIRECT DEBIT

To pay using our Budget Direct Debit plan we first need to agree a fixed amount to cover your energy costs.

REVIEWS YOUR DIRECT DEBIT PAYMENTS

HOW WE CALCULATE YOUR DIRECT DEBIT

We estimate how much we think you’ll spend on your energy over the coming year based on information we have in our records, such as your previous energy usage and your type of property. When it’s time for your Direct Debit review, we also take into account any balance on your account. We then divide this annual cost into 12 monthly payments, which are spread equally across the year. This means that you won’t end up paying more in winter or less in summer – just the same amount all year round.

HOW BUDGET DIRECT DEBIT REVIEWS WORK

We review your Direct Debit every 12 months. We might carry out more frequent reviews, for example if we receive a meter reading, but this isn’t guaranteed. Unless we decide that it’s necessary to do so, we won’t alter the amount you pay by Direct Debit at the time you make any extra ‘one-off’ payments 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.

WHY YOUR DIRECT DEBIT AMOUNT MIGHT CHANGE

After we’ve completed the annual review, if your Direct Debit needs to increase or reduce to cover your estimated annual energy cost, we’ll let you know and make the necessary changes. To avoid your agreed payments changing too often, we’ll only alter them between annual Direct Debit reviews if we think your payments need to change by more than 10% to cover your total energy costs for the year. Latest details can be found at edfenergy.com/directdebit

HOW ANY DEBIT OR CREDIT IS BALANCED OUT

Once We’ve Completed Your Review, If We Have An Up To Date Meter Reading 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.

IF YOU WANT TO PAY YOUR AMOUNT IN FULL

DIRECT DEBIT WHOLE AMOUNT EVERY MONTH OR EVERY THREE MONTHS – HOW IT WORKS

• Every month/three months you’ll get a reminder from us asking you to read your meter or pay your regular payment amount.

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

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

• If you don’t give us a reading, we’ll ask you to pay a ‘regular payment amount’ which we work out by calculating how much energy we expect you to use in a year and dividing this into 12 equal payments. We look at any meter readings you’ve sent us or we’ve taken for you – if a meter reader visits your property for example. If you have less than two meter readings for your account, we will look at the size of your home and how you use your energy to make sure you’re paying the right amount.

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

DEFINITIONS

‘charges’ – our charges for supplying energy, including any Green Deal charges which apply.

If you don’t pay as agreed, your charges may change

Please see clauses 4.3 and 4.4 for details.

‘distributor’ – the companies licensed to deliver energy to you.

‘end date’ – the date your DualFuel Saver tariff ends, which is shown in your Tariff Information Label.

‘energy’ – residential gas or electricity (or both) and all related services.

‘exceptions’ – the conditions set out in Standard Licence Condition 14A.2 of our gas and electricity supply licence. For example, these include:

• if your previous supplier objects to transferring the supply;

• if you don’t have the information needed despite taking reasonable steps to get it; or

• the supply transfer is prevented by any other circumstance outside of our control where we’ve taken reasonable steps to deal with the problem.

‘Green Deal charges’ – the charges for energy-efficiency measures installed that we must collect through energy bills in line with the Government scheme known as ‘Green Deal’.

‘metering equipment’ – the energy meter and other related devices, including any in-home display devices.

‘payment method’ – payment by either direct debit, cash or cheque, pay as you go or any other method we determine.

‘premises’ – any part of any land, building or structure you’ve asked us to supply energy to.

‘registered supplier’ – the supplier registered with the local metering point administration service or metering point registration service who is responsible for supplying energy to your premises.

‘supply start date’ – for each fuel, the date from when we become the registered supplier for your premises.

‘supply transfer’ – transferring responsibility for supplying energy to your premises from another supplier to us, so we can become the registered supplier.

‘we’, ‘us’, ‘our’ – EDF Energy Limited, which is incorporated in England and Wales (Trading as EDF Energy).

‘your DualFuel Saver tariff’ – the DualFuel Saver tariff.

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 on 0333 200 5117 and we’ll explain what you need to do.

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 Electricity Act 1989.

1.5 If you’re a new customer we do not currently supply, we ‘will need to 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 (known as 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, our contractors or any person we tell you about, safe, full, free and unrestricted access to your premises and all metering equipment and other fittings used in connection with supplying your premises unless otherwise agreed. During any such access, you must remove them and pay any costs involved. We may also charge you if you don’t let us know at least 48 hours beforehand if access won’t be available at the time agreed.

2.2 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 and their 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 for this.

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 for your premises. We will not be responsible for any fault relating to metering equipment we do not own or that has not been provided on our behalf. You should call us if you are not sure if your meter is appropriate.

2.4 If you have a ‘smart meter’ that we can read without coming to your premises, 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 one tariff to another, 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 new in-home display device) and for any other purposes in line with the information policy; and

(e) from time to time, the information from your smart meter may not correctly reflect the energy you have used. In such circumstances, we reserve the right to remotely present 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. You must tell us immediately if there is any damage or fault to the metering equipment. We may recover any costs we have to pay for replacing or repairing equipment (including any call-out charges), unless the loss or damage is caused by something we have done or failed to do.

2.6 If your contract ends, we may recover any metering equipment via a procedure which will give us, your contractors or any person we tell you about all the access we need to do this.

3. Energy price, tariff features and charges

3.1 You agree to pay all charges due under this contract which are not separately listed. If the charges are based on an estimate of your energy use.

3.2 We may at any time (except if you are supplied through a prepayment meter and it is otherwise not reasonable), ask you for a reasonable deposit (or other form of security) towards the charges (a ‘security deposit’). If you don’t provide this, we may give you notice to end this contract in line with clause 7. If we decide a security deposit is no longer needed, we may use it to pay off any debt you owe us.

3.3 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 us, completing the transfer, or disconnecting or replacing any metering equipment.

3.4 You can ask for up-to-date information on your tariffs and charges which apply, and any other charges we might make for other services. Please phone 0333 200 5100 or visit edfenergy.com/additionalcharges.

Energy prices

3.5 The charges for your DualFuel Saver tariff are set out in your Tariff Information Label which you should have received as part of your contract letter. The charges which apply to you depend on your supply area, the type of your meter, payment method and the structure of your tariff.

3.6 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 or levy or tax is otherwise not due to recover from you through your energy bill (or bills), the prices and terms and conditions for your DualFuel Saver tariff will not change until the end date.

3.7 If you’re already an EDF 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.

3.8 The DualFuel Saver tariff is only available if you have a standard credit meter, Economy 7 credit meter or any non STD complex credit meter for the energy you want us to supply under this contract. If you have a different type of meter, we may need to supply you on a different tariff, which is likely to have different prices and features. If we find this is the case, you agree that we may supply you on whichever of our other tariffs we believe is most suitable for you. We will write to you to let you know if this happens.

Low-carbon electricity

3.9 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 to all of our customers on the DualFuel Saver tariff. A 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 DualFuel Saver tariff prices until your transfer to your new supplier has been completed (known as a ‘tariff extension’). We won’t apply a tariff extension if you have outstanding charges of 28 days or more on your energy account. If you try to change supplier but have outstanding charges on your energy account, we may contact your new supplier to tell them that we plan to prevent the transfer until you pay off what you owe. If you pay those outstanding charges within 30 working days of our notice objecting to your transfer, you can transfer supplier and we won’t apply the change during the transfer period.

Our right to change terms

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 agreed, your charges may change.

4.3 If you have a debt which is not paid after 28 days or if you fail to pay the method we agree with you, we may change your payment method (which could involve changing your meter too). We may treat this as you giving us notice to end your contract at any time. If we decide to continue to take energy from us, this could, result in your charges changing. If this happens, we will give you seven days’ notice explaining what changes will be made and why.

4.4 If you or we end this contract and we continue to be your registered supplier, you may move to our ‘deemed contract scheme’, which has different

If you have a prepayment meter, making sure you...

If you have a smart meter, allowing us to use it to...

Allow any meter reader or other EDF...

We have not taken action to recover such older...

5. Billing

We will give you a bill or statement at least once a year, but we will send you a statement at any time, or in line with your agreed payment method and communication preferences. We will charge for the energy you use in accordance with the amount of energy we reasonably consider that you have consumed (or which we estimate you have consumed) in the period covered by your bill, up to a maximum period of nineteen months except where the charges relate to circumstances where:

a) you have a smart meter, allowing you to keep track of your energy use; or
b) we have not taken action to recover such older charges because of any act or omission on your part, or

the specified (set) percentage.

It’s important that you receive accurate and up to date information about your energy use at least once per year, and so you must:

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.

If you have a debt which is still not paid after 28 days of 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.

We have the right to use or transfer any debts or credits you have on your energy account:

We have the right to estimate your usage if we...

We will charge you for the amount of energy supplied during the period beginning with the supply start date and ending with either:

The date the meter is first correctly read after the date we start supplying you; or

the date your contract with us ends; whichever is earlier.

6. Payment

If you use any of the schemes described in section 7.5 (c) or (d) 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 distributor’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.

Unless you use your right under clause 4.5(c), if you change premises you must give us notice so we can end this contract. If not, we will arrange for it to start receiving one. In these cases, this contract will no longer apply to the relevant fuel.

We have the right to charge you interest if you are...
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 chosen to pay by Direct Debit but fail to keep to your payment plan and have not changed your payment method under clause 4.5. We have this right even if you don’t have a debt on your account.

(i) Ofgem issues a direction to another supplier telling them to take over the supply to your premises, including in circumstances where Ofgem has decided that there has been an event, which means it is allowed to take away our supply licence, and has decided to do so.

7.7 If we’re entitled to prevent energy being supplied to you under the contract (including disconnecting your premises), you agree to let us (and our agents) enter your premises at all reasonable times to do this.

7.8 Ending your contract will not affect any rights and responsibilities you or we had before the contract ended, or if you are due to come into force under that contract or to continue after the date it ended.

7.9 If you are responsible for paying Green Deal charges, your responsibility continues after this contract ends and your new supplier will collect your Green Deal charges when they take over your supply.

7.10 In advance of the tariff end date we’ll write to remind you that your DualFuel Saver tariff is ending. You can:

(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 DualFuel Saver tariff prices until you move onto your new tariff);

(b) switch to another supplier (as long as they form a new contract with you and they have the necessary permissions to do so);

(c) if you haven’t already, 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.

7.11 Tariff exit fees apply. You can end this contract at any time by giving us notice however if you leave the tariff or end this contract by change of supplier for either fuel, move home and don’t take the tariff with you prior to 3 months of the contract end date, you may be charged an exit fee of £10 per fuel you won’t be charged an exit fee if you change tariff after this date.

8. Limits to our legal responsibilities

8.1 You are entitled to rely on us as set out in these terms and conditions. We have no other duty or legal responsibility 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.

8.2 We will not be legally responsible to you for any event or circumstance beyond our reasonable control.

8.3 We are not legally responsible 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 legally responsible to you for any loss you suffer as a result of your responsibilities to any other person (however this is caused).

8.4 If we are legally responsible to you under these terms, except as set out in clause 8.5 below, the maximum amount we could be legally liable for is £10,000 for all incidents that lead to loss or damage (however it happens).

8.5 Nothing in these terms will exclude our legal responsibility for personal injury caused by our negligence or legal responsibility resulting from us failing to carry out our legal duty under Part 1 of the Consumer Protection Act 1987 or for fraud.

8.6 This clause applies even after this contract has ended. As far as it excludes or limits our legal responsibility, it takes priority over any other contract term.

9. Other conditions that apply

9.1 We can transfer all or any of our rights and legal responsibilities under your contract without your permission by written notice (unless we are acting under clause 7.6, in which case we do not need to give you any notice).

9.2 Your rights and duties under this contract apply only to you and cannot be transferred to any other person without our written permission.

9.3 If we don’t enforce any part of this contract at any time, this will not stop us from doing so in the future.

9.4 To help us improve quality, we may monitor and record calls that you or we make in relation to customer services and telemarketing.

9.5 If you need to give us notice under this contract, you must follow our instructions in any related communications we have to send you under our contract. You may communicate any general notices to us in writing to the address shown on your contract, by email to CP@edfenergy.com or by phone on 0333 200 5100 (or 0333 200 5110 if you are a prepayment meter customer).

9.6 If when you first entered into a contract with us you confirmed your agreement to receiving bills, notices and communications by email or by email including choosing a version of a product that is clearly described as supported by online account management, we may rely on this agreement and your account so that all bills, notices and other communications we have to send you under our supply licence are provided to you electronically through our MyAccount service, or if appropriate by email. These could include notices relating to price changes, information about tariffs coming to an end, responsibilities to pay, and other information about our legal responsibilities to you. It will also include bills, annual statements, and initial reminders about any outstanding debt on your account. We may still send you any of these things by post if we decide it is appropriate to do so. At any time after your account is set up on this basis you no longer have to receive this communication electronically, and instead receive them by post, you can contact our Customer Services team on 0333 200 5100 to do so or change your account settings through our MyAccount service.

9.7 These terms and conditions, the contract letter and any other documents we refer to make up the whole contract between you and us.

9.8 We will not break any term of this contract by acting in line with any rights or carrying out any duties under our supply licences or any other relevant industry agreements.

9.9 Nothing in this contract affects our rights under our energy-supply licences or other relevant laws.

9.10 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.

9.11 The laws of England apply to each contract with us and any disputes relating to your contract and all non-contractual disputes which relate to the services may only be heard in the English courts.

10. Making a complaint

10.1 If we’ve let you down in any way, we want to put it right quickly. It’s always best to get in touch with us first on 0333 200 5100 (Monday to Friday from 8am to 8pm and Saturday 8am to 2pm) email customer@correspondence@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 outcome of what 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 8pm, Monday to Friday), email complaintsresolution@edfenergy.com or write to: FREEPOST EDF ENERGY – COMPLAINTS RESOLUTION.

10.2 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 0300 440 1624 (9am to 5pm Monday to Friday). Or, you can email them at enquiry@ombudsman-services.org or visit 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 business customer and if you have received a deadlock letter from us or if you are unhappy with the handling of your complaint 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 advice.

Go to citizensadvice.org.uk/energy or call them on 0800 223 1133. 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 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

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

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%; 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

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.