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 request a copy at any time by contacting us through our live chat team by visiting edfenergy.com/myaccount 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 Together Online fix 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 £35 per fuel if this contract is ended more than three months before its end date – either by us in accordance with these terms, or by you leaving the tariff, changing supplier or moving home without taking the tariff with you.

DIRECT DEBIT PAYMENT METHOD

As you 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 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. 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.

Signing up for this tariff means you agree to:

- Provide a valid email address and register for MyAccount – if you prefer phone support, this tariff isn't for you
- Manage your account entirely online - you won’t have access to our call centre, but our online Live Chat advisers and Help Centre are available 24/7
- Receive your bills, account information and updates electronically – paper communication isn’t an option with this tariff
- 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.
- Have both your electricity and gas supplied by EDF Energy (or electricity only if you don’t have a mains gas supply to your property).

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.

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.

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.
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 to 4.4 for details.

‘distributor’ – the companies licensed to deliver energy to your premises.

‘end date’ – the date your Together Online Fix 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.

• we have the information needed to take reasonable steps to get it.

• 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 at your premises 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, like key cards or 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.


‘your Together Online Fix tariff’ – the Together Online Fix 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 to make sure 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 and we’ll let you know 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 party.

1.4 You are liable for the costs incurred 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 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’ll need to do 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 (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. If obstructions prevent access, you must remove them and pay any costs involved. We may also charge you if you don’t let us know at least 24 hours beforehand if access won’t be available at the time of a booked appointment.

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 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. If you have a ‘smart meter’ the owner of the meter must be us. 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). The owner of the meter is responsible to pay for the supply) begins on the supply start date, 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.

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

(a) it is treated as being supplied under this contract, even if you have a contract with any other party;

(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 via any associated in-home display device) and for any other purposes in line with the information policy; and

(e) from time to time the information from your smart meter may not 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.

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 the metering 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 we have provided to you and we will give you, our 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 genuinely disputed, even 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 or if 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 your security deposit within 21 days after you sign 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. You will receive a statement each year (known as your annual summary), showing how much energy you’ve used over the year – and how much you’ve paid.

You can give us meter readings online through MyAccount or the EDF Energy app, any time you like.

You can give us meter readings through our online meter reading service who is responsible for supplying energy to your premises.

3.4 You can ask for up-to-date information on our tariffs and charges which apply, and any other charges we might make in other services. To do this contact our live chat team by visiting edfenergy.com/myaccount or visit edfenergy.com/additionalcharges.

3.5 By signing up for this tariff means you agree to:

• Have both your electricity and gas supplied by EDF Energy

• Provide a valid email address and register for MyAccount – if you prefer phone support, this tariff isn’t for you.

• Manage your account entirely online – you won’t have access to our call centre, but our online Live Chat advisers and Help Centre are available.

• Receive your bills electronically and updates electronically – paper communication isn’t an option with this tariff

• 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.

• Have both your electricity and gas supplied by EDF Energy (or electricity only if you don’t have a mains gas supply to your property).

Energy prices

3.6 The Charges for your Together Online Fix tariff are set out in your Tariff Information Label which you 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.

3.7 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, charge or levy which we have to pass on, we reserve the right to change your bill, offer you appropriate tariffs and other products (including via any associated in-home display device) and for any other purposes in line with the information policy; and 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.

3.8 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.

3.9 The Together Online Fix 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 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.

3.10 Whilst we will endeavour to provide you access to our online services 24/7, from time to time, we may have to carry out scheduled maintenance. During these times, MyAccount may not be available.

3.11 The Together Online Fix tariff is only available for customers who are not in debt to us. If you have, or at any time agree, an instalment plan with us to pay outstanding debt then we are permitted to refuse to offer, or supply you on, the Together Online Fix tariff. If we do so, we will inform you of alternative tariffs we offer. If you fail into debt while supplied on Together Online Fix then we may terminate this contract. If we do, and continue to supply you, you will be supplied on our deemed contract scheme, and will be charged our deemed contract scheme prices for cash/cheque customers, which are available at www.edfenergy.com/sites/default/files/s505_deemed_rate_card.pdf.
Changes to terms

3.12 If you choose to switch to another tariff, we can extend your current Together Online Fix tariff prices until your transfer to your new tariff takes place (a "tariff extension"). We won’t appeal any requirement for a deposit or an extension if you have outstanding charges of 28 days or more on your energy account. If you fail to change supplier but have outstanding charges of 28 days or more 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, we will contact your previous supplier and we won’t apply the change during the transfer period.

Low carbon

3.13 At the end of each fuel mix reporting year we’ll make sure we’ve carbondioxide 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. Our right to change terms

4.1 We are allowed to change all of 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 agreed, your charges may change.

4.2 If you have a debt which is not paid after 28 days or if you fail to keep to any payment method we agree with you, we may change any repayment method (which we could involve changing your meter too). Or we may treat this as you giving us notice to end your contract under clause 7.1. In either case, if you continue to take energy from our premises at your new charges changing. If this happens, we’ll give you seven working days’ notice, explaining what changes will be made and why.

4.3 If you or we end this contract and we continue to be your registered supplier, you may move onto our “deemed contract scheme”, which has different prices and terms and conditions. These are available at edfenergy.com/sites/default/files/959_deemed_rate_card.pdf. 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.

Your right to change terms

4.4 You are allowed to change any of the following terms at any time:

(a) Type of meter – as long as you have paid all charges due for your energy and your tariff supports your chosen new meter, you may change your current tariff from standard to mid-rate (for example, Economy 7 metering), and vice versa.

(b) 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 fuels you want us to supply at your new premises so that we can apply to become the registered supplier for those fuels.

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

4.5 To do any of the above you need to ask us. If you do, the changes will apply once we have processed your request. Your charges may change as a result, and you agree to this. You must be associated with changing your meter. We will explain any changes to your charges and any extra costs to you at the time.

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 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 and including the due date (which we will explain to you when we first tell you about your energy contract). We will state which 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 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 circumstances where:

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 accurate and up to date information about your energy use at least once per year, and so you must:

(a) allow any meter reader or other EDF Energy representative free and unimpeded access to read your electricity and/or gas meter, at least once per year (provided that we may choose not to schedule visits this frequently).

(b) if you have a smart meter, allowing us to use a regular meter reading from you;

(c) tell us if you have moved into a new premises and are taking a supply of electricity and/or gas;

(d) make sure you have arranged to pay us;

(e) telling us if you are not receiving bills at least once a year;

(f) telling us if you think there is a problem with your bill; or

(g) if you have a prepayment meter, making sure you only use the key or card we have issued to you to top it up;

(h) if you are not able to take any of the steps set out above, contacting us to agree alternative arrangements and then complying with those.

5.2 If you or we end your contract and we continue to be your registered supplier, you may move onto our “deemed contract scheme”, which has different prices and terms and conditions. These are available at edfenergy.com/sites/default/files/959_deemed_rate_card.pdf. 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.

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 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 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;

(b) with us to a new supplier; or

(c) for any accounts you have with us to pay off any debt you owe us or our group companies.

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

Direct Debits

6.5 As you 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 review 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 any changes you have made and changes to your tariff rate.

6.6 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 calculation. We’ll take account of your current energy use, current prices, and any debt or credit on your account. If your Direct Debit needs to change by more than a “specified percentage” to cover your estimated yearly energy cost, we’ll let you know and make the changes. To avoid changing your payments too often, we won’t adjust your Direct Debit if it would result in a change of less than the specified (set) percentage.

6.7 If, on the date we review your Direct Debit your account is in credit or in debt, we’ll usually update your monthly payment amount to spread the balance across the following 12 payments. If we end your Direct Debit by more than our “specified debt amount” we’ll let you know and take the amount of the debt from your bank account. By choosing to pay by Direct Debit, you agree to these payment terms. (You can find our current specified (set) percentage and specified debt amount, together with more information on paying by Direct Debit, on our website. If you do not do so by this time, we can move you onto the Cash Cheque pricing version. We’ll send you the prices before we do this and you can find these by viewing the relevant tariff information label at edfenergy.com/toll.

Debt

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

6.10 If you don’t pay our bills in the way we’ve agreed, we can ask you to pay by another method and this may increase the price you pay for your energy (see clause 3.8). If this means we fit a prepayment meter, clause 2 will apply, and you may be responsible for the costs, which we’ll tell you about.

6.11 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 8% above the Bank of England bank lending rate at the relevant time. If you owe us debt and you do not pay this to us by paying via your Direct Debit, we will carry out a debt extension. If you pay your debt via an installment plan, we may move you to our Cash Cheque prices version.

6.12 If your contract ends and you do not pay the charges due under the contract, we will move your energy account to our deemed contract scheme (which may involve changing your meter too). Or we may treat you to be in debt or to owe us, or this is a requirement of the product you have on your energy account:

6.13 If you choose to switch to another tariff, we can extend your current Together Online Fix tariff prices until your transfer to your new tariff takes place (a “tariff extension”). We won’t appeal any requirement for a deposit or an extension if you have outstanding charges of 28 days or more on your energy account. If you fail to change supplier but have outstanding charges of 28 days or more 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, we will contact your previous supplier and we won’t apply the change during the transfer period.

Low carbon

At the end of each fuel mix reporting year we’ll make sure we’ve carbon dioxide 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.
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 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.

If circumstances beyond our reasonable control mean we are not able to carry out our duties under this contract (for example, anything after another energy supplier, distributor, or other person does or fails to do).

We will not be legally responsible to you for any event or situation that has arisen, which means it is allowed to take over your supply licence, and has decided to do so.

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

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

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.

Ending a tariff

In advance of the tariff end date we’ll write to remind you that your Together Online Fix 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 (if you do so we’ll let you stay on your Together Online Fix tariff 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 Easy Online Collective tariff 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 tariff and 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.

You can end this contract at any time by giving us notice however you may need to pay an exit fee of £35 per fuel if this contract is ended more than three months before its end date – either by us in accordance with these terms, or by you leaving the tariff, changing supplier or moving home without taking the tariff with you.

8. Limits to our legal responsibilities

8.1 We are only legally responsible to you 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 anticipated 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 will accept responsibility 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 death or personal injury caused by our negligence or legal responsibility resulting from us failing to carry out our legal duties under Part 1 of the Consumer Protection Act 1987 or for fraud.

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 giving you 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 your 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 to customer services and telemarketing.

9.5 If you need to give us notice under this contract, you must follow our process for any relevant communications on how to provide that notice. You may communicate any general notices to us in writing to the address shown on your contract, by email to CP@Edefenergy.com or by contacting our live chat team at edfenergy.com/myaccount.

As part of this contract, you confirmed to receive bills, notices and complaints from or by email. We have set up your account so that all bills, notices and other communications we send you under your 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, responses to complaints or questions, 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’s appropriate to do so.

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

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

9.9 Nothing in this contract affects our rights under our energy supply licence (including the obligation not to accept the National Terms of Connection (NTC), a legal agreement. It sets out your 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 told to provide you with specific connection terms exist. If you want to know the identity of your network operator, want a copy of the NTC or have any questions about it, please write to: Energy Networks Association, 1st Floor, 3 Avenue Riverside, London, SE1 2AL, phone 0207 706 5137, or see the website at www.connectionterms.co.uk.

9.11 If you accept that if we also provide you with gas under this contract, we have entered into an arrangement with your 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 will pass on any compensation payment due to you as soon as possible after we receive the payments from the gas supplier.

10.1 We accept that if we also provide you with gas under this contract, we will pay you any compensation due to you as soon as possible after we receive the payments from the gas supplier.

10. Supply characteristics - electricity

As required by law, the electricity delivered to your premises through the distribution system will be supplied to you at a normal rate.

10.2 If you have a supply with us you are charged at a rate of £0.20 per kWh for electricity, with an allowed range of voltage variation from plus 10% to minus 6%; (b) if you have a supply with us you are charged at a rate of £0.20 per kWh for electricity, with an allowed range of voltage variation from plus 10% to minus 6%.

11. Information policy

We will only use your personal information to provide you with the services and products you have requested, and to comply with our legal obligations. From time to time we may use your information to market to you our other services and products, and those of our business partners, to which you have consented.

You have the right to request access to the personal information we hold about you, to ask us to correct any information that is inaccurate, to ask us not to process it, or to request that we transfer it to you or another organisation. We will respond to any such request as required by the Data Protection Act 1998.

To find out about the ways in which we protect and use your personal information, please go to edfenergy.com/privacy, or call us on 0333 200 5100 and we will post a copy to you.

12.2 You can also ask the Ombudsman to make a decision if you think we have not acted fairly. They are the official source of free and independent energy advice and can be obtained at edfenergy.com/makingacomplaint. If you are unhappy with the handling of your complaint and eight weeks have passed since you first made the complaint to us.

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/privacy.

If you would like a hard copy of the privacy policy you can contact us on 0333 200 5100 and we will post a copy to you.

Easy Online tariff can be withdrawn from sale at any time and is available for a limited time only.

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