General Conditions

This page (together with the documents referred to on it) tells you the terms and conditions on which we supply Energy, as detailed on our website www.edfenergy.com to you.

Please read these terms and conditions carefully. You should understand that by being supplied by energy by us, you agree to be bound by these terms and conditions.

You should print a copy of these terms and conditions for future reference.

Because you are entering into a contract with us online, you have the right to cancel this contract under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. Please see Condition 21 for details. This right of cancellation is in addition to any other legal rights you may have under law in relation to this contract. If you are unsure of your rights you can contact the Citizen's Advice Bureau of the Citizen's Advice Consumer Bureau (the CACI) who may be able to assist. If you do not wish to contract with EDF on the terms of this Contract, please contact Isupply when you agreed your Isupply contract.

1. ABOUT US

1.1 Isupply have passed your supply contract over to EDF.

1.2 Isupply when you agreed your Isupply contract.

2. HOW THE CONTRACT WORKS

2.1 Any words beginning with capital letters have been put by you at a disadvantage, we will give you 30 days’ notice in writing, which will amongst other things, inform you of each specific (i) increase in the Charges for the Supply of Energy, and (ii) charge we wish to make (“One Sided Variation Notice”).

2.2 We will issue a One Sided Variation Notice, unless Condition 3.3.1 applies. Where we issue a One Sided Variation Notice, we will take effect from the date detailed in the One Sided Variation Notice (the “One Sided Variation Date”).

2.3 We will issue a One Sided Variation Notice which will not take effect where:

3.1 within 20 Working Days of (but not including) the One Sided Variation Date we receive a notice pursuant to our Master Registration Agreement or Network Code that another supplier will begin to supply the Property within a reasonable time, and

3.2 that supplier begins to supply Energy to your Property within a reasonable time, and

3.3 Condition 3.3.1 and Condition 3.3.2 applies and if you owe us any outstanding payment and have paid them to us within 30 Working Days after you receive a notice from us detailing such;

3.4 you enter into a new Contract with us, which starts within 20 Working Days of (but not including) the One Sided Variation Date.

3.5 If we wish to make a change to the Contract and your agreement is required (a “Mutual Variation”), we will send you a notice detailing the proposed Mutual Variation with details of what you need to do to agree to that variation (“Mutual Variation Notice”).

3.6 You do not need to agree to a Mutual Variation and it will not take effect until you have expressly agreed to the proposed Mutual Variation by letting us know in the ways detailed in the Mutual Variation Notice.

3.7 Where you have agreed to a proposed Mutual Variation we will provide confirmation of that Mutual Variation including details of when it was agreed and the effect of such Mutual Variation, within 5 Working Days including from the date the Mutual Variation was agreed.

3.8 We will request Mutual Variations in accordance with the terms of our Supply Licence.

4. WHAT THIS CONTRACT IS FOR

4.1 This Contract is for us supplying you with Energy to the Property where you are using it completely for domestic purposes.

4.2 The Contract will relate only to the Energy, as detailed in Your Energy Plan. We will not be obliged to supply any other Energy, which may have been part of your order until and unless we issue a separate Your Energy Plan.

4.3 National Terms of Connection: By us supplying you with electricity under this Contract, you are also entering into a standard connection agreement for your connection to the distribution network with your local Network Operator. We are acting as an agent on behalf of your Network Operator to make an agreement with you that you and your Network Operator enter into the National Terms of Connection (NFC) 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 NFC is a legal agreement that sets out the rights and duties in relation to the connection through which your Network Operator delivers energy to, or accepts energy from, your home. If you want a copy of the NFC or have any questions about it, please write to: Energy Networks Association, 6th Floor, Dean Bradley House, 52 Horseferry Road, London, SW1P 2AF.

4.4 Deemed Contract Scheme

5. Q UOTATIONS AND REGISTRATIONS

5.1 Once you have a quotation from us, you may request to either:

5.1.1 Go no further, in which case, we will email you with a link to your quote for future reference or you can register with us for a quote for future reference (but in either case the charges quoted may change); or

5.1.2 Register with us and accept the quotation for Energy and proceed to enter into a Contract for supply (as detailed in Condition 6).

6. HOW THE CONTRACT IS MADE BETWEEN YOU AND US

Registration (as detailed in Condition 5.1.2 above) is an offer by you to buy the Energy from us at the charges, as detailed in the quote (which may be subject to change, as detailed in the relevant Product Specific Conditions) on the basis of these General Conditions, any Product Specific Conditions and Your Energy Plan (which contains details of the tariff you have purchased, the Property to which Energy purchased is being supplied and any agreed for that supply (for example, because you have moved into a new property and we are the supplier for that property) then there will be a contract between us, which will apply by default (a “Deemed Contract”). Our Deemed Contract Scheme is available on request. These General Conditions form the basis of our Deemed Contract Scheme but they are varied by terms contained on the back of Your Energy Plan for Deemed Contracts.

6.1.1 Unless otherwise specified in these General Conditions or the Product Specific Conditions, where there is a change in charges or any other change, which we believe will put you at a disadvantage, we will give you 30 days’ notice in writing, which will amongst other things, inform you of each specific (i) increase in the Charges for the Supply of Energy, and (ii) charge we wish to make (“One Sided Variation Notice”).

6.1.2 Where we issue a One Sided Variation Notice, unless Condition 3.3.1 applies, we will take effect from the date detailed in the One Sided Variation Notice (the “One Sided Variation Date”).

6.1.3 The One Sided Variation Notice will not take effect where:

6.1.3.1 within 20 Working Days of (but not including) the One Sided Variation Date we receive a notice pursuant to our Master Registration Agreement or Network Code that another supplier will begin to supply the Property within a reasonable time, and

6.1.3.2 that supplier begins to supply Energy to your Property within a reasonable time, and

6.1.3.3 Condition 3.3.1 and Condition 3.3.2 applies and if you owe us any outstanding payment and have paid them to us within 30 Working Days after you receive a notice from us detailing such;

6.1.3.4 you enter into a new Contract with us, which starts within 20 Working Days of (but not including) the One Sided Variation Date.

6.1.4 We will issue a One Sided Variation Notice in accordance with the terms of our Supply Licence.

6.2 If we wish to make a change to the Contract and your agreement is required (a “Mutual Variation”), we will send you a notice detailing the proposed Mutual Variation with details of what you need to do to agree to that variation (“Mutual Variation Notice”).

6.3 You do not need to agree to a Mutual Variation and it will not take effect until you have expressly agreed to the proposed Mutual Variation by letting us know in the ways detailed in the Mutual Variation Notice.

6.4 Where you have agreed to a proposed Mutual Variation we will provide confirmation of that Mutual Variation including details of when it was agreed and the effect of such Mutual Variation, within 5 Working Days including from the date the Mutual Variation was agreed.

6.5 We will request Mutual Variations in accordance with the terms of our Supply Licence.

7. START OF SUPPLY OF ENERGY

7.1 When you first sign up to become a customer of ours:

7.1.1 there may be some time between your Contract Start Date (i.e. when we enter into a Contract with you to supply Energy to you) and when we actually start to supply you with Energy;

7.1.2 even though your Contract with us starts on the Contract Start Date we will only start to supply you with Energy until you have transferred to us from your existing supplier (“Energy Start Date”). We will take all reasonable steps to start your supply of Energy within 21 days of the earlier of your cooling off period (as detailed in Condition 21.1) or the date on which you give us your permission to start the process of
transferring you to us from another supplier under Condition 21.2. It will not always be possible to meet the timescales for transferring to you for reasons permitted by our Supply Licence including where another supplier blocks your transfer; or for reasons under Condition 7.2 (as long as we have taken all reasonably practicable steps to resolve); or where we have sent you correct information from you required to carry out a transfer (including where we have taken all reasonable steps to get that information from you and cannot readily obtain from another source); and

1.7.3 Although we have entered into a Contract with you for the supply of Energy, there will be certain circumstances where we will be unable to start to supply Energy to you at all (including but not limited to Condition 7.2 below) and we will cancel the Contract by giving you 7 Working Days’ notice, which we will do by posting a notice on your online account page or sending you an email directing you to the page.

1.7.2 You will be unable to supply Energy to you at all if another energy supplier prevents us from taking meter readings, as detailed in your Product Specific Conditions.

1.7.1 We will be unable to supply Energy to you at all if we discover an error in the information we have on you or for other reasons.

1.6.4 If you have incurred any Separate Charges you may ask us to pay a deposit under Condition 10.10. We will charge you for any meter exchanges. (See Separate Charges accessed here and/or available on our website).

1.6.3 You can use credit you have on any accounts you have with us to pay off any debt you owe us or our group companies.

1.6.2 In addition to any other actions we may be able to take under the Contract, we can charge interest at a rate of 4% above base rate on any late payment over the relevant period.

1.6.1 Any penalties incurred by us (including the costs detailed in Condition 11.5) in recovering outstanding debt will be charged to you under this Contract.

1.5.7 Failure to pay on time could lead to:

1.5.6 We or our selected third parties will make contact with you, as detailed in our Debt Recovery Process. (Your personal information will be dealt with in accordance with our Privacy Notice, accessed here).

1.5.5 We will charge you for the costs of such selected third parties that we engage to try to recover such sums owed by you.

1.5.4 You have a Credit Meter or a non-Communicative Smart meter we will monitor your Energy usage automatically provided by your Smart Meter. If your consumption rate varies, or Separate Charges become payable we may change the amount of your Scheduled Monthly Payment. We will notify you by email or on your online account page or an email directing you to the page before making this change by giving you a minimum of 5 Working Days’ notice.

1.5.3 If you have a Prepayment Meter, we will put you onto our default cash version of your Deemed Contract Scheme using any other method (if available) other than direct debit.

1.5.2 Payment will become due on or around the Energy Plan Start Date. If you are paying by direct debit, we will take your first payment on or around this date.

1.5.1 The due date for each Scheduled Monthly Payment is detailed in your Payment Schedule. If you are paying by direct debit, we will take the Scheduled Monthly Payment on or around that date.

1.5.0 If you have a Credit Meter or a non-Communicative Smart meter we will monitor your Energy usage automatically provided by your Smart Meter. If your consumption rate varies, or Separate Charges become payable we may change the amount of your Scheduled Monthly Payment. We will notify you by email or on your online account page or an email directing you to the page before making this change by giving you a minimum of 5 Working Days’ notice.

1.4.2 If you do not receive a Scheduled Monthly Payment on the due date, as detailed in the Payment Schedule, we will try and collect it one more time. If it fails again, then well put onto our default cash version of the product and Condition 11 shall apply and you may also incur additional charges under Condition 12.

1.4.1 We may switch your meter running in Smart mode, we will monitor Energy usage automatically provided by your Smart Meter. If your consumption rate varies, or Separate Charges become payable we may change the amount of your Scheduled Monthly Payment. We will notify you by email or on your online account page or an email directing you to the page before making this change by giving you a minimum of 5 Working Days’ notice.

1.4.0 If we do not receive a Scheduled Monthly Payment on the due date, as detailed in the Payment Schedule, we will try and collect it one more time. If it fails again, then well put onto our default cash version of the product and Condition 11 shall apply and you may also incur additional charges under Condition 12.

1.3.7 If we decide to accept an ad hoc payment (such as an overdue payment or any payment under the Deemed Contract Scheme using any other method of available) an additional handling charge may be payable. You will be notified of this all the time you wish to make the payment, or, the charges will be detailed on our website and this will be added on automatically at the time of taking payment.

1.3.6 Your bills will be calculated, as detailed in Your Energy Plan.

1.3.5 Any amounts payable under your Contract or the Deemed Contract Scheme must be received by the due date, as detailed in the Payment Schedule.

1.3.4 Based on your payment history and/or any credit checks we may ask you for a deposit. The amount of the deposit we will request will be charged to you at any time. We will not ask for a deposit if your meter is exchanged for a Prepayment one, under Conditions 11.3 and 11.4.

1.3.3 If we make a mistake and don’t bill you for your energy within 3 months of you using it, you won’t have to pay for that energy unless one of the below scenarios applies to you. If any of the below scenarios apply to you, we can send you a bill for the energy you have used in the previous twelve months previously and you will be responsible for paying for it.

1.3.2 If you fail to tell us for your Energy using the Agreed Payment Method, the Charges for the Supply of Energy may change, depending on what method you pay by and for how long. Where the Charges for the Supply of Energy are Higher (as detailed in Condition 10.11.4) if you have unreasonably avoided payment

1.3.1 We can only help you if you contact us to let us know you are having trouble paying your bills or prepaying for your energy.

1.3.0 If you have acted unreasonably in preventing us from billing you accurately or in a timely manner. You may be entitled to further advice from us if you are eligible for our Priority Services Register, accessed here and/or available on our website.

1.2.9 Failure to pay on time could lead to:

1.2.8 A change in Charges for the Supply of Energy and Separate Charges and loss of discounts (as detailed in the Product Specific Conditions and/or as detailed on our website);

1.2.7 Additional late payment charges (as detailed in our Debt Recovery Process, accessed here and/or on our website) and any other costs we may incur in engaging third parties to help us;

1.2.6 We may switch your meter running in Smart mode, we will monitor Energy usage automatically provided by your Smart Meter. If your consumption rate varies, or Separate Charges become payable we may change the amount of your Scheduled Monthly Payment. We will notify you by email or on your online account page or an email directing you to the page before making this change by giving you a minimum of 5 Working Days’ notice.

1.2.5 If the product’s correct charge is higher than the charges for or in relation to our products on our website, we will contact you to inform you of this error and we will give you the option of continuing to purchase the product at the correct charge(s) or cancelling your order. We will not process your order until we receive your instructions if we are unable to contact you using the contact details you provided during the order process, we will treat the order as cancelled and notify you in writing.

1.2.4 We will be unable to supply Energy to you at all if we have not got all of the correct information from you reasonably practicable steps to resolve); or where we have not taken all reasonable steps to get that information from you and cannot readily obtain from another source; and

1.2.3 If you have been disconnected by another supplier. In line with our Contract, we do not have to reconnect you in all instances, for example, if you have tampered with your meter; or

1.2.2 In relation to gas, if you are not connected directly or indirectly to a relevant main; or

1.2.1 We will be unable to supply Energy to you at all if it is not reasonable in all the circumstances to do so, provided that we are already providing the Property with Energy, see Condition 7.2 Working Days’ notice of our intention to stop supplying you with Energy.

1.1.7 Any penalties incurred by us (including the costs detailed in Condition 11.5) in recovering outstanding debt will be charged to you under this Contract.

1.1.6 In addition to any other actions we may be able to take under the Contract, we can charge interest at a rate of 4% above base rate on any late payment over the relevant period.

1.1.5 You can use credit you have on any accounts you have with us to pay off any debt you owe us or our group companies.

1.1.4 You have a Credit Meter or a non-Communicative Smart meter we will monitor your Energy usage automatically provided by your Smart Meter. If your consumption rate varies, or Separate Charges become payable we may change the amount of your Scheduled Monthly Payment. We will notify you by email or on your online account page or an email directing you to the page before making this change by giving you a minimum of 5 Working Days’ notice.

1.1.3 If we do not receive a Scheduled Monthly Payment on the due date, as detailed in the Payment Schedule, we will try and collect it one more time. If it fails again, then we will put you onto our default cash version of the product and Condition 11 shall apply and you may also incur additional charges under Condition 12.

1.1.2 We may switch your meter running in Smart mode, we will monitor Energy usage automatically provided by your Smart Meter. If your consumption rate varies, or Separate Charges become payable we may change the amount of your Scheduled Monthly Payment. We will notify you by email or on your online account page or an email directing you to the page before making this change by giving you a minimum of 5 Working Days’ notice.

1.1.1 If you do not wish to change your meter to a Prepayment Meter and you subsequently find out that you are, this could affect our charges (see Condition 15.1).

1.1.0 If you tell us you are not on a Prepayment Meter and we subsequently find out that you are, this could affect our charges (see Condition 21.1).

1.0.11.2 If you have acted unlawfully and tampered with your meter or where your meter is not operating correctly, and you won’t let us fix it

1.0.11.1 If you have not allowed us to access your meter to take a meter reading in order to provide you with an accurate bill

1.0.11.0 If you have acted unreasonably in preventing us from billing you accurately or in a timely manner. You may be entitled to further advice from us if you are eligible for our Priority Services Register, accessed here and/or available on our website.

1.0.10.3 You may switch your meter running in Smart mode, we will monitor Energy usage automatically provided by your Smart Meter. If your consumption rate varies, or Separate Charges become payable we may change the amount of your Scheduled Monthly Payment. We will notify you by email or on your online account page or an email directing you to the page before making this change by giving you a minimum of 5 Working Days’ notice.

1.0.10.2 If we do not receive a Scheduled Monthly Payment on the due date, as detailed in the Payment Schedule, we will try and collect it one more time. If it fails again, then we will put you onto our default cash version of the product and Condition 11 shall apply and you may also incur additional charges under Condition 12.

1.0.10.1 We agree to pay the Charges for the Supply of Energy and any Separate Charges, which apply under this Contract, as detailed in your Product Specific Conditions, or as agreed in our Deemed Contracts, as detailed in our Deemed Contract Scheme.

1.0.10.0 You agree to pay the Charges for the Supply of Energy and any Separate Charges, which apply under this Contract, as detailed in your Product Specific Conditions, or as agreed in our Deemed Contracts, as detailed in our Deemed Contract Scheme.
struggling, we’ll also let you know how you can reduce your charges by using energy more efficiently.

13.3 Also, we may exchange your current meter for a Prepayment Meter as detailed in Conditions 11.3 and 11.4. If we do, we will charge you for any meter exchanges including any third party charges associated with this. (See Separate Charges on our website).

13.4 If you have not paid us and do not contact us we will have no choice but to start our Debt Recovery Process and Cinchelle will apply. Only take debt recovery actions which we consider to be proportionate.

13.5 We have legal rights to disconnect your power in serious circumstances. In those circumstances, we are not obliged to provide these options.

14. SMART METERS

14.1 If you have a Compatible Smart Meter, you:

14.1.1 agree that we may repair and update it;

14.1.2 agree that we may switch it from credit mode to prepayment mode and/or follow the processes set out in Condition 17;

14.1.3 agree that you will not remove any equipment provided to you (such as an In-Home Display) without our consent, and/or

14.1.4 consent to us obtaining, storing and using consumer information for periods of less than one month in duration for the purposes of (a) optimising forecasting, b) settlement, c) the monitoring and control of potential energy theft.

14.2 Your In-Home Display is the responsibility of the supplier who installed your smart meter for 12 months after installation. If your In-Home Display stops working within 1 year you should contact the installing supplier. We may replace the In-Home Display, on receipt of your broken one and you will be subject to Additional Charges.

14.3 If we provided you an In-Home Display during the installation of a Smart Meter, then we will replace it free of charge if it stops working within 1 year of installation. After 1 year we may charge you for a replacement if you wish to have one.

15. PREPAYMENT METERS

If you have a Prepayment Meter:

15.1 You will only be eligible for certain products, as detailed on our website and/or Your Energy Plan from time to time. If you tell us that you are not on a Prepayment Meter and we subsequently find out that you are, then we reserve the right to terminate your Contract or to change our charges as soon as we become aware of that fact and put you onto the applicable product in place for Prepayment Meters from time to time. This could be more expensive than the charges we initially agreed to.

15.2 It means that you will have to pay up front for your usage of Energy. We will provide an emergency amount of Energy to be used in the event of an out of credit situation. If you do not maintain at least 50% credit on your meter, you will risk losing service either because we are required to by law or in an emergency. In these circumstances, you must follow ours or the Network Operator’s instructions.

15.3 You may be entitled to free gas safety checks. Details of whom free gas safety checks are available are on our website.

15.6 Emergencies

15.6.1 During an emergency, if access is required at any time under regulations or similar law made by parliament, you shall give us such access as is required to your Property or the meter.

15.6.2 If we supply you with gas, then we will do our best to ensure that you do not run out of gas, either because we are required to by law or in an emergency. In these circumstances, you must follow ours or the Network Operator’s instructions.

16. YOUR ONLINE ACCOUNT, BILLS AND ANNUAL ENERGY SUMMARY

16.1 Unless you have a Prepayment Meter (in which case see Condition 15.3), we will routinely make a detailed bill available to you. We will provide this every three months via your online account or an email directing you to your online account page. The bill will contain information that we must give you under the terms of our Supply Licence and/or Your Energy Plan. If you do not read this within 3 weeks’ notice if we change the frequency that we send you the bill. For Prepayment Meters, please refer to your Prepayment Product Specific Conditions.

16.2 Insofar, as we are permitted by our Supply Licence, we may include details of other services on your Energy bill.

16.3 We will also send you a document entitled “Annual Energy Summary” at least once every 12 months, which will contain information about your rights and explanations of our usage and other charges. This information that we require to provide you with under the terms of our Supply Licence.

16.4 You must comply with our online account rules in place from time to time. Information that we make available online is considered to be a receipt of your online account page. We will also give you at least 3 months’ notice if we change the frequency that we send you a corrected final bill as soon as reasonably practicable.

16.5 Any correspondence sent to you including bills, Annual Energy Summary, notice of cancellation sent by us will be via your online account or an email directing you to your online account page. We may also contact you in relation to your account with us regarding SMS or telephone.

16.6 Where this contract ends, we’ll take all reasonable steps to send you a final bill within 6 weeks. Where new information requires us to send you a corrected final bill as soon as reasonably practicable.

17. METER READINGS AND METERERS

17.1 You will be charged for meter readings as detailed on our website.

17.2 Where a Compatible Smart Meter is installed, then you notify us in writing that you consent to us:

17.2.1 taking an automatic Meter Reading monthly in line with your billing cycle to ensure you are billed accurately for the energy you have used;

17.2.2 taking a Meter Reading automatically when required to do so to maintain accurate, true and complete information from it to work out your bill and offer you appropriate tariffs and other products (including via any In-Home Display), and monitor your energy usage.

17.3 If your meter is a Non-Communicative Smart Meter, we may ask you to provide a meter reading for the purposes of accurate billing.

17.4 If your meter is a Prepayment Meter, you must provide us with an opening and a closing meter reading:

17.4.1 as set out in Conditions 4.4, 15, 17.2 or 17.4, meter readings on each occasion when you provide:

17.4.1.1 via your online account and in line with our online account rules, as referred to in Condition 16.4; and

17.4.2 at least 4 times per year or otherwise at the times detailed in Your Energy Plan or as required by us prior to the installation of your In-Home Display, or as otherwise detailed in Condition 17.7.

17.5.2 visiting your Property and changing your meter readings as necessary.

17.5.1 via your online account and in line with our online account rules, as referred to in Condition 16.4; and

17.5.2 at least 4 times per year or otherwise at the times detailed in Your Energy Plan or as required by us prior to the installation of your In-Home Display, or as otherwise detailed in Condition 17.7.

17.6 When you provide a meter reading in this way we will be able to bill you more accurately. It is important to send us your initial, and all subsequent meter readings, in good time, as without these we may have to estimate your bill from using history from your previous supplier, or your previous usage, and it may not be accurate. We may sometimes need to validate the meter reading supplied.

17.7 If you have not submitted an accurate meter reading, or you have a Non-Communicative Smart Meter, we will calculate your bills based on our best estimate based on your usage (which in relation to gas will include the gas usage value provided by the Network Operator) and other information supplied by you during registration.

17.8 Once we have an accurate meter reading (submitted by you or provided automatically by a Smart Meter running in Smart mode readings are not needed, we will notify you and your payments will be amended, as detailed in Your Energy Plan/Product Specific Conditions.

17.9 If you have any queries about the estimated meter readings or believe that you have a Non-Communicative Smart Meter, you must contact us as quickly as possible and provide us with a meter reading. In this instance we will not be able to apply. Unless you provide a meter reading you will continue to pay based on the estimates, as detailed in Condition 17.8 above.

17.10 If you do not have a Compatible Smart Meter, or you have a Non-Communicative Smart Meter, we will try to ensure that your meter is read every two years and you will provide us with access, as detailed in Condition 18.

17.11 You agree that we can make any necessary arrangements on your behalf to provide a meter and equipment at the Property. You have the right to install your own meter but we may refuse to supply Energy to it if it cannot be read by us or is unsuitable. We are not responsible for any faults in a meter or other fitting that you supply.

17.12 You shall take all reasonable steps to ensure that your meter is not damaged or interfered with. If it is, we will arrange for any remedial works to be carried out and you will be responsible for these charges.

17.13 If you believe that the meter or other equipment is damaged, faulty or has been tampered with then you must let us know. If you request or our representatives ask for the meter, we reserve the right to recover our costs of carrying out such a check. If the meter is found to be faulty, your Charges for the supply of Energy will be adjusted appropriately.

17.14 We will arrange for our agents to have a Compatible Smart Meter to you, we (or our Agent) will carry out a safety inspection of the meter at a frequency as instructed by our Regulators or our own policy (whichever is more frequent).

17.15 We are not responsible for the maintenance of the connection between the local energy distribution network and the Property or any other connections to the meter.

18. THE PROVISION OF INFORMATION AND ACCESS TO YOU

18.1 You shall provide us with all information, declarations and evidence reasonably required by us to validate your identity, your address, your meter readings or any other reason in connection with the administration of your account or the provision of Energy or where required by us or third parties for compliance with regulatory and Supply Licence requirements (for example, to help us with the prevention and detection of theft of Energy or fraud).

18.2 You confirm that any information you supply is accurate, true and complete.

18.3 Without affecting any of our rights or remedies, where we cannot contact you or need to validate information, we may need to contact third parties. We may recover our reasonable costs in relation to such. (Please see Section 8 on page 1 of these General Conditions).

18.4 All information you provide us with or which we collect about you will be dealt with in accordance with Conditions 24 and/or our privacy policy.

18.5 You shall, on reasonable notice from us, provide us or our authorised third parties, or the Network Operator access to the Property for installing, fixing or working on meter equipment; reading, replacing, exchanging or disconnecting or inspecting your meter or where required by us for compliance with our regulatory and Supply Licence requirements (for example, to help us with the prevention and detection of theft of Energy or fraud). If you do not allow us access, we may need to get a warrant.

19. HOW AND WHEN WE CAN END THE CONTRACT OR STOP SUPPLYING ENERGY

19.1 Subject to Condition 19.2 or as otherwise detailed in the Product Specific Conditions, we may end this Contract or stop supplying Energy to the Property at any time by giving you at least 28 days' written notice, as detailed in Condition 19.3.

19.2 We may end the Contract or stop supplying Energy to the Property at any time immediately if:

19.2.1 we request a Security Deposit, which complies with our Supply Licence and/or Your Energy Plan and the Security Deposit within the requested timescales;

19.2.2 we are required to under any relevant law, industry licence or agreement;

19.2.3 there is evidence of the theft of Energy or damage to the metering equipment; or the metering equipment is proven following investigation by the Meter Operator or Revenue Protection Service;

19.2.4 we cease to hold a Supply Licence or fail to satisfy any other requirement of the Regulator that prevents us from fulfilling its obligations under the Contract,
21.2.5 the Regulator directs another supplier to take up your contract;

21.2.6 any other rights or remedies of ours.

22. WHAT HAPPENS WHEN THE CONTRACT IS ENDED BY YOU OR US

22.1 You must pay for all Energy that you use and all Separate Charges until your Contract with us ends and any other sums you owe under this Contract. If you do not pay for Energy used up until we cease to be your supplier and you will need to arrange for a new supplier to take over your supply; and/or

22.2.9 or any other rights or remedies of ours.

23. WHERE the Contract ends;

23.2.1 under Condition 19.1 or Condition 19.2, the Contract End Date will be the later of the date where we stop supplying Energy or the notice expires, although, in any other case if we continue to supply you under the notice expires Condition 22.7 shall apply.

23.4 You are moving home, the Contract End Date will be as detailed in Condition 23.2.

23.5 When the Contract ends, unless you have a Compatible Smart Meter running in Smart Mode, you shall supply us with a final meter reading and we will prepare a final bill. If you are on a Prepayment Meter, any bill issued will be for Separate Charges you owe us as any sums you owe under Condition 15.2. If no final meter reading is supplied either because you haven’t submitted it or your Compatible Smart Meter running in Smart Mode has failed to provide a good service and meeting our Supply Licence and our regulatory and legal responsibilities.

23.6 If you have signed up to a Smart Meter Enabled Product you consent to us taking meter readings automatically every month and/or required to meet the needs of managing your account.

24. ELECTRONIC COMMUNICATIONS

24.1 By placing an order through our website, you confirm that:

24.1.1 you have a Smart Meter running in Smart Mode, when you move, you must supply us with a final meter reading, as detailed in Condition 22.5.

24.1.2 you are liable for the supply of Energy until the Contract ends.

24.2 As part of your application process or at any time during the Contract, we may carry out identity and Property validation checks and if appropriate full credit reference checks.

24.3 Contact with another supplier(s) may need to happen to allow us to establish if you owe any outstanding debt or otherwise in connection with your transfer to us including dealing with any objection that the supplier may have to your transfer to us and you permit us to speak with them in this regard.

24.4 We may pass your information onto or obtain information about you from third parties where we suspect fraud or theft or to pursue those who owe us money. See our Debt Recovery Process.

24.5 You grant us permission to share and use your personal information, as detailed in our Privacy Notice accessed here and/or which is available on our website.

24.6 We may also monitor and record any communications we have with you, including phone conversations and emails, to make sure we are providing a good service and meeting our Supply Licence and our regulatory and legal responsibilities.

24.7 If you have signed up to a Smart Meter Enabled Product you consent to us taking meter readings automatically every month and/or required to meet the needs of managing your account.

25. ELECTRONIC COMMUNICATIONS

25.1 When you use any EDF messaging service or send emails to us, you are communicating with us electronically. We will communicate with you by email or by posting messages via your secure online account messaging service or by SMS. For contractual purposes, you consent to receive communications from us by your messaging services via your secure online account messaging service and of collection of your data ("electronically" and "electronic" shall be interpreted accordingly) and you agree that all agreements, notices, disclosures and other communications that we provide you with electronically satisfy any legal requirement that such communications be in writing, unless otherwise stated.

25.2 All content included in or made available through any electronic communication is confidential and is our property. It is intended solely for the use of those to whom it is addressed. If the reader of any electronic communication is not the intended recipient (or a representative thereof) then:

25.3 The message should be deleted from your system and any copies destroyed immediately. You should also contact us immediately to tell us that you have
25.4 Neither we nor the sender accept any responsibility for viruses and it is your responsibility to scan any associated attachments.

26. OUR LIABILITY
26.1 Subject to the remaining provisions of this Condition 26, if either of us fails to comply with this Contract, neither of us shall be responsible for any losses that the other suffers as a result, except those losses which are a foreseeable consequence of the failure to comply with the Contract at the time we entered into this Contract with one another.
26.2 We only supply Energy under the Contract for domestic and private use. You agree that the Energy is not being supplied for any commercial or business reasons, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business reputation.
26.3 Nothing in the Contract shall exclude or limit our liability for (a) death or personal injury resulting from our negligence; (b) for fraud or fraudulent misrepresentation; or (c) any breach of the obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982.
26.4 We are responsible for any damage we or our authorised third parties cause in the course of reading meters or any other work relating to the Energy supply to your Property. However, we are not responsible for the cost of repairing any pre-existing faults or damage to your Property.
26.5 Our liability to you is limited to the lesser of £10,000 in respect of each incident or series of related incidents or £10,000 in respect of all incidents in any calendar year for all losses.
26.6 If you are caused loss by a local energy distributor to the extent that we are liable to you then our liability to you will not exceed the amount that we are able to recover on your behalf from them.
26.7 We shall not be liable for any losses incurred by you due to circumstances outside of our reasonable control. If what we have promised to do under this Contract is delayed by an event outside of our reasonable control we will contact you as soon as possible to let you know and we will take reasonable steps to minimise the delay.

27. DUAL FUEL
If we supply you with gas and electricity:
27.1 We will supply you under a separate Contract for electricity and a separate Contract for gas and in relation to each contract you will:
27.1.1 Have a separate Your Energy Plan;
27.1.2 Receive separate bills (maybe in the same communication from us), and
27.1.3 Make separate payments.
27.2 Where dual fuel discounts are offered, they will be applied where:
27.2.1 We are supplying both gas and electricity to you at the same Property; and
27.2.2 You are paying by the Agreed Payment Method; and
27.2.3 If you pay on time for your electricity and gas.
27.3 Where the dual fuel discount is applied, it will be applied as a daily rate for all days where the discount applies although it will be shown as a yearly amount.
27.4 If we dis-apply your discount because you have not paid by the Agreed Payment Method, then we will notify you under Condition 12.
27.5 If we have agreed to supply you on a Prepayment Meter your discounts will paid by cheque after we have sent your statement.

28. OTHER IMPORTANT TERMS
28.1 If there is more than one person named on the bill each person shall be jointly and severally liable for any money owed to us. This means we will be entitled to claim all the money owed from any one of those persons.
28.2 If any court or competent authority decides that any of the provisions of these General Conditions and Product Specific Conditions are invalid, unlawful or unenforceable to any extent, the term will, to that extent only be severed from the remaining General Conditions or Product Specific Conditions, which will continue to be valid to the fullest extent permitted by law.
28.3 A person who is not party to the Contract shall now have any rights under or in connection with it under the Contracts (Right of Third Parties) Act 1999.
28.4 Failure by either of us to enforce these General Conditions or Product Specific Conditions at any time, shall not mean that either of us cannot enforce them in the future. Either of us will only have waved our right to enforce at any time, if we have notified the other in writing.
28.5 We have the right to transfer your Contract including any unpaid charges and liabilities under this Contract and assign any of our rights or obligations without your consent.
28.6 This Contract shall not prejudice or affect our rights or powers under our Supply Licence or other relevant legislation. Clauses 11.8, 13.2, 13.4 and 16.6 will continue to apply even after our supply licence ends.
28.7 This Contract shall be governed by the laws of and subject to the non-exclusive jurisdiction of the courts of England and Wales for supplies to Properties in England and Wales and by the laws of Scotland and subject to the non-exclusive jurisdiction of the Courts of Scotland for supplies to Properties in Scotland.
28.8 No provision of this Contract affects the legal rights of either Party.

29. DEFINITIONS AND INTERPRETATION
29.1 In this Contract the following words have the following meanings:
Agreed Payment Method: As detailed in Condition 12.1
Charges for the Supply of Energy: As detailed in Condition 8.1
Compatible Smart Meter: Means a Smart Meter which EDF is capable of running in Smart Mode
Contract: As detailed in Condition 2.2
Contract Start Date: As detailed in Condition 6.3
Credit Meter: Means a meter that does not have to be topped up in advance in order for the supply to be made
Deemed Contract Scheme: As detailed in Condition 4.4
Energy: The energy type as detailed in Your Energy Plan
Energy Plan Start Date: As detailed in Condition 7.1.2
General Conditions: As detailed in Condition 2.3
In Home Display (IHD): Means the device that is provided by the supplier who installed your smart meter. It provides key data to you such as the amount of energy you’ve used and how much it has cost.
Master Registration Agreement: An agreement which we require to enter into with electricity distributors
Network: The electricity distribution network or the gas transportation network
Network Code: As detailed in the Gas Transporter Licence granted under the Gas Act 1986
Network Operator: In relation to gas the Gas Transporter, or in relation to electricity, the distribution operator
Non-Communicative Smart Meter: Means a Smart Meter that is not running in Smart Mode because it is not a Compatible Smart Meter or due to technical issues
Product Specific Conditions: As detailed in Condition 2.3
Prepayment Meter: means a meter that has to be topped up in advance for the supply to be made (whether or not the prepayment meter is being used to recover an overdue debt) and includes a smart meter running in prepayment mode
Property: The property which is to receive the supply of Energy and as detailed in Your Energy Plan
Separate Charges: As detailed in Condition 8.2
Smart Meter: Means a meter (together with any ancillary equipment that measures how much electricity or gas you are using, combines it with the tariff rates you have signed up to, and displays your usage and cost on an in-home display unit. A Smart meter allows us to take meter readings automatically without you having to submit them or us having to visit your Property to read your meter(s). A Smart Meter can be operated as a Credit or Prepayment Meter and can be switched from one to the other remotely.
Smart Mode: Refers to a Smart Meter which is smart enabled and is providing automated meter readings directly into our systems
We/Us/Our: 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.
Supply Licence: Our licence to supply gas and/or electricity (as the case may be)
Variation Notice: A Mutual Variation Notice and/or a One Sided Variation Notice, both as detailed in Condition 3
Website: edfenergy.com
Working Days: Any which is not a Saturday or Sunday or a public holiday
you/your: The person or people detailed in Your Energy Plan
Your Energy Plan: The plan or plans detailing the Energy that you have purchased and including any Product Specific Conditions; the tariff and the term and other key information, which may vary from time to time as permitted by these General Conditions or the Product Specific Conditions
Any reference to a day is a calendar day unless otherwise stated.
Any reference to "including", "in particular" or "for example" or any similar phrase which follows a general rule will be an example of the general rule to which it relates and will not limit that general rule.