

EDF has now taken over the supply of all iSupply customers. Your supply contract has therefore automatically moved to EDF. These are the terms you agreed when you signed your iSupply contract and they'll continue for the duration of your contract

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 service (the CACs) who may be able to assist. If you have any queries or complaints in relation to your Energy supply by us, please see our website for details of how to contact us and our complaints procedure.

a. You enter into this contract with full knowledge that our service is an online service and as such our primary mode of contact will be via appropriate electronic means (online message, emails, text). If appropriate, telephone communication will be used to supplement and support our efforts to communicate effectively with our customers.

b. If you provide us with incorrect contact details, we reserve the right to contact third party data aggregators to obtain information about you which is necessary to make contact with you. We may also charge reasonable costs as a result of having to contact such third parties, as detailed under Condition 18.3. Any data that is obtained in this way will be collected, held and used in compliance with all applicable data protection legislation. For more details about how we use our customer data, please see our Privacy Notice.

1. ABOUT US

We:

1.1 iSupply have passed your supply contract over to EDF. These terms are the same terms you agreed to with iSupply when you agreed your iSupply contract.

EDF are regulated by the regulator Ofgem.

2. HOW THIS CONTRACT WORKS

2.1 Any words beginning with capital letters have been given a meaning, which you can check in Condition 29.

2.2 Your "Contract" with us consists of:

2.2.1 These General Conditions (see Condition 2.3 below);

2.2.2 Your Energy Plan (a separate Your Energy Plan will be issued in relation to each energy type e.g. gas, electricity);

2.2.3 Any Product Specific Conditions, as may be attached to Your Energy Plan (see Condition 2.3 below), As may be varied from time to time in accordance with the terms of the Contract.

2.3 These are our general terms and conditions ("General Conditions"), which will apply to all Energy that we supply to you. We may offer different products from time to time and certain product specific terms and conditions may apply in relation to those products ("Product Specific Conditions"), as may be attached to Your Energy Plan. Product Specific Conditions will apply in addition to these General Conditions. To the extent the provisions of the General Conditions conflict with the Product Specific Conditions, the Product Specific Conditions will prevail. Where we supply Energy under a Deemed Contract, Condition 4.4 will apply.

2.4 Our online account rules, as detailed in Condition 16 shall apply to this Contract.

3. CHANGES TO THIS CONTRACT

One Sided Variations

3.1 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/or (ii) change we wish to make ("One Sided Variation Notice").

3.2 Where we issue a One Sided Variation Notice, unless Condition 3.3 applies, the One Sided Variation Notice will take effect from the date detailed in the One Sided Variation Notice (the "One Sided Variation Date").

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

3.3.1 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

3.3.2 that supplier begins to supply Energy to your Property within a reasonable time; and

3.3.3 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; or

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

3.4 We will issue One Sided Variation Notices in accordance with the terms of our Supply Licence.

Mutual Variations

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 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 our 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 NTC or have any questions about it, please write to: Energy Networks Association, 6th Floor, Dean Bradley House, 52 Horseferry Road, London, SW1P 2AF.

Website: www.connectionterms.co.uk

Phone: 0207 706 5100

4.4 Deemed Contract Scheme

4.4.1 In certain circumstances where we supply Energy to the Property and no contract between us has been 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.

4.4.2 We will monitor your Energy usage based on meter readings submitted by you. If your consumption rate varies or Separate Charges become payable, we may change the amount payable under the Deemed Contract Scheme. Notifications in relation to the Deemed Contract Scheme will be made in writing and posted to you.

5. QUOTATIONS 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 and save your 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

6.1 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 the term for which we will supply you). This means you are placing an "Order".

6.2 Once you have placed an Order you will receive notification from us through us posting a message on your online account page or an email directing you to the page from us acknowledging that we have received your Order. Please note that this does not mean that your Order has been accepted by us.

6.3 We will confirm our acceptance of your Order (and the Contract will only be formed) by us sending you confirmation that we agree to supply the Energy to you on the terms of the Contract. Any acceptances will be sent by posting a message on your online account page or sending you an email directing you to the page. We may also send you a copy of Your Energy Plan, as detailed in the Product Specific Conditions. The date that we send you this notification will be the "Contract Start Date". This date will also be included in Your Energy Plan.

6.4 Unless it is not possible to do so under Condition 7.2 or Condition 26.7, we will supply Energy to you for any agreed term, which will be detailed in the Product Specific Conditions until the Contract ends under Condition 19 and Condition 20.

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 cannot start to supply you with Energy until you have transferred to us from your existing supplier ("Energy Plan 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 not got all of the 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

- 7.1.3 even though 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 would cancel the Contract by giving you 7 Working Days' notice, which we will do by posting a message on your online account page or sending you an email directing you to the page.
- 7.2 We will be unable to supply Energy to you at all:
- 7.2.1 when another energy supplier prevents us from taking over the supply of your Energy; or
- 7.2.2 if we request a Security Deposit, which complies with our Supply Licence and you do not pay the Security Deposit within the related time scales; or
- 7.2.3 if you have been disconnected by another supplier. In line with our Supply Licence we do not have to reconnect you in all instances, for example, if you have tampered with your meter; or
- 7.2.4 in relation to gas, if you are not connected directly or indirectly to a relevant main; or
- 7.2.5 if we believe, after we have taken all reasonable steps to prevent danger occurring that supply still might involve such danger; or
- 7.2.6 if it is not reasonable in all the circumstances to do so, provided that if we are already providing the Property with Energy, we will give you 7 Working Days' notice of our intention to stop supplying you with Energy.
- 7.3 Where it is possible to supply Energy to you we will write to you 10 days before the Energy Plan Start Date, notifying you of that date. We will take your first payment, as detailed in Your Energy Plan.
- 7.4 Once you are a customer of ours, Your Energy Plan may change from time to time in line with the terms of the Contract.
- 7.5 Even though Your Energy Plan may end, you will be in a Contract with us until we stop supplying you with Energy (see Condition 22.7).

8. CHARGES

- 8.1 The "Charges for the Supply of Energy" at the outset are detailed in your quotation and/or Your Energy Plan and will then also be available on your statement. If you have a Prepayment Meter, Your Energy Plan will provide details of your statements including how often we will send them to you – see Condition 15.3. Further information as to how the Charges for the Supply of Energy are calculated are detailed in your Energy Plan and will also be detailed in your statement or if you have a Prepayment Meter in the statement we issue you, as detailed in the Product Specific Conditions for Prepayment Meters. There is also general information as to how a bill is calculated on our website.
- 8.2 Separate Charges payable in connection with this Contract are detailed on our website ("Separate Charges"). If you have incurred any Separate Charges these will be detailed in your statement or bill.
- 8.3 All charges for the Supply of Energy and Separate Charges are inclusive of VAT and any other applicable taxes or levies, which will be added at the relevant rate.
- 8.4 If you do not pay on time, you may also incur costs in relation to us pursuing you for any money you owe us. (See Condition 11 for more details). If you are having trouble paying, see Condition 13.

9. CHANGES TO THE CHARGES

- 9.1 Unless otherwise stated in the relevant Product Specific Conditions, the Charges for the Supply of Energy and Separate Charges are subject to change at any time for any reason and unless the increase is under Condition 8.3, Condition 12 or Condition 27.4 we will issue a notice under Condition 3.1.
- 9.2 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 15.1).
- 9.3 All charges will be as quoted on our website from time to time. We take all reasonable care to ensure that the charges of and in relation to our products are correct at the time when the relevant information was entered onto the system. However, if we discover an error in

the charges of or in relation to our product(s) you ordered, please see Condition 9.4 for what happens in this event.

- 9.4 It is always possible that, despite our reasonable efforts, charges of and in relation to some of the new products on our website may be incorrectly stated. We will normally check our charges as part of our procedures so that:
- 9.4.1 where the correct charge is less than the charge stated on our website, we will charge the lower amount. However, if the error is obvious and unmistakable and could have reasonably been recognised by you as a mispricing, we do not have to provide the products to you at the incorrect (lower) charge; and
- 9.4.2 if the product's correct charge is higher than the charges for or in relation to our products stated on our website, we will contact you as soon as possible 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 have 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.

10. HOW AND WHEN YOU PAY

- 10.1 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 in relation to Deemed Contracts, as detailed in our Deemed Contract Scheme.
- 10.2 The payment schedule section of the payment plan part of Your Energy Plan ("Payment Schedule") sets out an amount, which is due each month and which is based on your current estimated usage of Energy, as detailed in Your Energy Plan ("Scheduled Monthly Payment").
- 10.3 Where it is possible to supply Energy to you, as detailed in Condition 7.1, your first Scheduled Monthly 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.
- 10.4 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.
- 10.5 If you have a Credit Meter or a Non-Communicative Smart meter we will monitor your Energy usage based on meter readings submitted by you. If you have a Smart Meter running in Smart mode, we will monitor Energy usage from the reads 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 via a message 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.
- 10.6 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.
- 10.7 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 (if available) an additional handling charge may be payable. You will be notified of this at the time you wish to make the payment, or the charges will be detailed on our website and/or this will be added on automatically at the time of taking payment.
- 10.8 Your bills will be calculated, as detailed in Your Energy Plan.
- 10.9 Any amounts payable under your Contract or the Deemed Contract Scheme must be received by the due date, as detailed in the Payment Schedule.
- 10.10 Based on your payment history and/or any credit checks we may ask you for a deposit. The amount of the deposit we ask for will be reasonable. We will not ask for a deposit if your meter is exchanged for a Prepayment one, under Conditions 11.3 and 11.4.
- 10.11 If we make a mistake and don't bill you for your energy within twelve 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 more than twelve months previously and you will be responsible for paying us for it:
- 10.11.1 If you have not allowed us to access your meter to take a meter reading in order to provide you with an accurate bill

10.11.2 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

- 10.11.3 If you have unreasonably avoided payment
- 10.11.4 If you have acted unreasonably in preventing us from accurately billing your account

11. WHAT HAPPENS IF YOU DON'T PAY ON TIME

- 11.1 As detailed in Condition 13, please tell us immediately if you have difficulty paying. Please see the section on our website "if you are having trouble paying" which may help you to understand your options. 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.
- 11.2 Failure to pay on time could lead to:
- 11.2.1 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);
- 11.2.2 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;
- 11.2.3 the recovery of sums you owe us, as detailed in Condition 11.5; and/or
- 11.2.4 termination by us.
- 11.3 Also, we may change your current meter for a Prepayment Meter as set out in Condition 11.4, if you do not pay your bills. This could lead to higher Charges for the Supply of Energy or Separate Charges or we may ask you 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).
- 11.4 If you have:
- 11.4.1 a Compatible Smart Meter running in Smart Mode, we may switch your meter into Prepayment Mode remotely; or
- 11.4.2 a Credit Meter, we may exchange your current meter for a Prepayment Meter if you do not pay your bills.
- 11.5 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. Also, see Condition 24). You will be charged for the costs of such selected third parties that we engage to try to recover such sums owed by you.
- 11.6 Any expenses incurred by us (including the costs detailed in Condition 11.5) in recovering outstanding debt will be charged to you under this Contract.
- 11.7 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 Lloyds Bank base rate on any late payment over the relevant period.

12. PAYMENT METHODS

- 12.1 Your Energy Plan will state the method ("Agreed Payment Method") you agreed to use to pay for your Energy when you registered with us. You will be expected to pay using the Agreed Payment Method to make all payments, as per the Payment Schedule section of Your Energy Plan. ("Scheduled Monthly Payment") see Condition 10.2.
- 12.2 If you fail to pay 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 we will give you at least 7 Working Days' notice of this. Charges applicable to different payment methods are calculated, as detailed in Your Energy Plan.
- 12.3 If you wish to change an Agreed Payment Method, you will need to contact our Customer Services Team. The Charges for the Supply of Energy may change depending on what method you pay by and for how long.

13. IF YOU HAVE TROUBLE PAYING

- 13.1 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.
- 13.2 Please tell us immediately if you have difficulty paying. Please see our website "if you are having trouble paying" section, which may help you to understand your options.
- 13.3 Also, we may exchange your current meter for a Prepayment Meter as detailed in Conditions 11.3 and 11.4 if you do not pay your bills. This could lead to higher Charges for the Supply of Energy or Separate Charges or we may ask you to pay a deposit under Condition 10.10. 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 Condition 11 shall apply.

13.5 We have legal rights to disconnect your power in serious circumstances and 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 11;

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 consumption data relating to periods of less than one month in duration for the purposes of a) optimising forecasting, b) settlement, and 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 for immediate use as required by our Licence and you will have to pay us back for this later.

15.3 We may not issue a quarterly statement. Details of how and when we send you your statements will be detailed in the Product Specific Conditions in relation to the Prepayment Meters. The statement will contain information that we must give you under the terms of our Supply Licence.

15.4 Where you have opted to pay Charges in advance using a Prepayment Meter and the existing meter at the Property is not a Prepayment Meter, we reserve the right (if the Prepayment Meter is not a Compatible Smart Meter) to exchange the existing meter to, a Prepayment Meter if we reasonably can; or (if the Prepayment Meter is a Compatible Smart Meter running in Credit Mode) to switch the meter into pre-payment mode remotely. In each case we may recover all reasonable costs of doing so as Additional Charges.

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. We will give you at least 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 your energy usage and other 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 and as detailed on our website.

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.

17. METER READINGS AND METERS

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 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 manage your account; and

17.2.3 using 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.

17.5 Except as set out in Conditions 4.4, 15, 17.2 or 17.4, meter readings must be provided to us by you:

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 requested by us prior to the Energy Plan Start Date and if the Contract between us ends under Condition 16.4 or Condition 20.

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 calorific 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), if any adjustments are 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 Condition 17.7 will 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 us or our representatives to check your 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 Where we (or our agent) have provided 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 most 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 BY 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 for 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 other 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 B 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 Condition 24 and our Privacy Notice.

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, 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 prevention and detection of theft of Energy or fraud). If you do not allow us access, we may need to get a warrant.

18.6 Emergencies

18.6.1 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.

18.6.2 If we supply you with gas, then we/or the Network Operator have the right to tell you to stop using 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.

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

18.8 We reserve the right to claim our reasonable costs from you if you fail to provide us with information / access within a reasonable time as required under this Condition 18. Including the cost of getting a warrant and the cost of obtaining correct contact information for you (see Condition 18.3).

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 you do not pay 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 interference with 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;

19.2.5 the Regulator directs another supplier to take up your supply;

19.2.6 the continued supply of Energy to the Property forms a risk of danger to you or other members of the public;

19.2.7 as detailed in Condition 11.2;

19.2.8 we are unable to perform our obligations under this Contract due to the omissions of any energy supplier or distributor; or

19.2.9 there is any form of insolvency proceedings that are pending against you including any legal steps to have you declared bankrupt or you are declared bankrupt.

19.3 We will end the Contract by giving notice via posting a

message on your online account page or an email directing you to that page.

- 19.4 When ending the Contract under this Condition 19, we are entitled to stop the supply of Energy to your Property ourselves or by instructing a third party to act on our behalf to stop the supply by disconnecting the Property.

20. HOW AND WHEN YOU CAN END THE CONTRACT

- 20.1 You may cancel this Contract without charge:
- 20.1.1 as detailed in Condition 21;
- 20.1.2 at any time if you have received a notice from us under Condition 3.1 by letting us know at any time before the date that the notice takes effect. The changes in the notice that we send you might still apply to you unless and until the requirements under Condition 3.3 are met.
- 20.2 Details of any additional cancellation rights in relation to the product you are buying from us are detailed in the relevant Product Specific Conditions. Any notices to cancel must be given, as detailed under Condition 20.3. Early termination fees may be payable depending on what product you are buying and details of those termination fees (if any) will be detailed in Your Energy Plan and Product Specific Conditions.
- 20.3 Customers wishing to cancel their contract in line with their right to do so under Condition 21.1 can do so in the following ways:
- 20.3.1 in writing, by sending us a letter to Cancellations at to our postal address, as detailed on our website from time to time; or
- 20.3.2 by sending a message via your online account page; or
- 20.3.3 From the day after signing up with us, you have a 14 day cooling-off period during which you can cancel this contract at no cost. You can also end this contract with us at any other time by: (a) asking another supplier to become your registered supplier (your new supplier should then formally contact us and this contract will end when they become your registered supplier); or (b) giving us notice as set out in clause 6.2. If you do this, you will still be responsible for paying our charges for the period we are your registered supplier. If we continue to be your registered supplier after you try to end this contract, unless you agree a different contract, you will move onto our deemed contract scheme.
- 20.4 End of contract notices sent by post will be deemed to be received 2 Working Days after it was proven to be sent and 24 hours after the message was sent via your online account page. Any notices delivered by hand are deemed to have been given immediately.

21. YOUR LEGAL RIGHT TO CHANGE YOUR MIND

- 21.1 You have a legal right to cancel this Contract under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 for any reason, at any time up to 14 days after you receive our confirmation of Order, as detailed in Condition 6.3, (your "Cooling Off Period"). To let us know that you have cancelled, you just have to let us know you have decided to cancel, and you can do this by the methods listed in Condition 20.3.
- 21.2 We will not start the process of transferring you to us from your existing supplier until the day on which your cooling off period in Condition 21 expires, unless you have expressly asked us to do so in writing.
- 21.3 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 or the Citizen's Advice Consumer service (the CACs) who may be able to assist.
- 21.4 If you cancel this Contract in line with your legal rights, as detailed in Condition 21.1 above, then we will reimburse to you all payments received from you:
- 21.4.1 if we have started the process of supply or started to supply you with Energy before we have received your cancellation, 14 days after we have stopped supplying you with Energy (but you will still be liable for any 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
- 21.4.2 if we have not started to supply you with Energy, then 14 days after we received your notice of cancellation.
- 21.5 We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as

a result of this reimbursement.

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 us under this Contract. If you do not pay any amount that you owe us, under the terms of Supply Licence, we are in certain circumstances permitted to stop you switching to another supplier.
- 22.2 Unless one of the circumstances in Condition 22.3 or applies, the date that your Contract with us ends will be when your supply has transferred to an alternative supplier and they have registered your Property with the metering points administrator.
- 22.3 Where the Contract ends:
- 22.3.1 under Condition 19.1 or Condition 19.2, the Contract End Date will be the later of the date that we stop supplying Energy or the notice that we have given you expires; or
- 22.3.2 under Condition 20.1 or 20.2, the Contract End Date will be the later of the date where we stop supplying Energy or the notice expires, Although, in either case if we continue to supply you after the notice expires Condition 22.7 shall apply.
- 22.4 If you are moving home, the Contract End Date will be as detailed in Condition 23.2.
- 22.5 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 or any sums you owe us 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 it automatically, we will issue a final bill based on an estimated meter reading. We reserve the right to re-issue a final bill as soon as possible after we become aware of the estimated meter reading or the meter reading provided by you being incorrect, whereupon we will either reimburse you or you will pay us (as the case may be) the difference.
- 22.6 If the supply of Energy has been disconnected because of non-payment on monies due or any other fault of yours, you will be liable for any costs we incur in dealing with that disconnection and any further costs for any subsequent reconnection.
- 22.7 Unless otherwise stated, if you do not arrange for an alternative supplier or you do not transfer to another supplier for any other reason after Your Energy Plan ends, we will continue to supply you under our standard variable evergreen tariff (as detailed on our website from time to time) until the transfer in Condition 22.2 has taken place.
- 22.8 The ending of this Contract by us shall not prejudice any other rights or remedies of ours.

Smart Meters

- 22.9 If you have a Compatible Smart Meter operating in Smart Mode, then EDF will obtain a final meter reading remotely and use it to generate your final bill
- 22.10 EDF can't guarantee that your Smart Meter will continue to run in Smart Mode once you have switched to another supplier.

23. MOVING HOME

- 23.1 If you are moving to a new Property and you wish us to continue to supply Energy to you at your new Property, we will issue a new Your Energy Plan containing the new supply details.
- 23.1.1 If your new Property has Compatible Smart Meter(s) installed, we will endeavour to run your Meter(s) in Smart Mode.
- 23.1.2 If your new Property doesn't have Compatible Smart Meter(s) installed, we will not be able to run your Meter(s) in Smart Mode.
- 23.2 If you are moving to a new Property and you do not require us to supply you at your new Property you must inform us at least 2 Working Days before you move out, in which case your Contract will end on the day you move out (unless you still own the Property in which case Condition 22.7 shall apply). If you do not give 2 Working Days' notice your Contract with us will continue until the earlier of the day following 2 Working Days after you inform us or another owner or occupier starts using Energy at the Property.
- 23.3 Unless 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.

- 23.4 You are liable for the supply of Energy until the Contract ends.

24. ABOUT YOU AND THE CHECKS WE CARRY OUT AND HOW WE USE YOUR PERSONAL INFORMATION

- 24.1 By placing an order through our website, you confirm that:
- 24.1.1 you are responsible for the Energy supplied to the Property;
- 24.1.2 the correct notice period has been given to your previous supplier of Energy to the Property;
- 24.1.3 you are legally capable of entering into binding contracts;
- 24.1.4 you are at least 18 years old; and
- 24.1.5 you are a resident in and accessing our website from the UK.
- 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 your previous 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 certain 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 allowing EDF to take meter readings automatically every month and/or when 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 posting messages via your secure online account messaging services or by SMS ("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:
- 25.2.1 the electronic communication, its contents and any attached documents have been received in error and its unauthorised use is strictly prohibited and may be unlawful; and
- 25.2.2 any further reading, dissemination, printing or copying of the message, its content or associated attachments is not permitted.
- 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 received an electronic communication in error.
- 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 opportunity.

- 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 be 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 waived 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.
- 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 are required 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

- 29.2 Any reference to a day is a calendar day unless otherwise stated.

- 29.3 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.