We’ve tried to summarise what we believe to be the key terms, but they’re all important and you may have a different view of what is most significant to you. That’s why it’s important you read our full terms and conditions and let us know if you have any questions. We’ll send updated copies at least once every 12 months but you can ask for a copy at any time by contacting us on 0333 200 5108 or going to edfenergy.com/tariff-info.

**Charges**

Your prices are set out in your Tariff Information Label. These prices can be changed at any time and if they increase, we’ll give advance written notice. You can end this contract at any time by giving us notice. There are no exit fees for leaving the tariff.

**Direct Debit and payment scheme**

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

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

If you don’t pay in line with your payment method or payment frequency which you have agreed to at the time of entering into this contract, your contract may end or change. This could result in a change to your payment method, payment frequency or charges, or all.

**DIRECT DEBIT RULES**

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

**BUDGET DIRECT DEBIT**

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

**REVISING YOUR DIRECT DEBIT PAYMENTS**

**HOW WE CALCULATE YOUR DIRECT DEBIT**

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

**HOW BUDGET DIRECT DEBIT REVIEWS WORK**

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

**WHY YOUR DIRECT DEBIT AMOUNT MIGHT CHANGE**

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

**HOW ANY DEBIT OR CREDIT IS BALANCED OUT**

Once we’ve completed your review, if we have an up to date meter reading and we find your account is in credit or in debit, we’ll usually update your monthly payment amount to spread the balance across the following 12 payments. In exceptional circumstances we may collect the full debit amount you owe from your bank account. In these cases we’ll try to get in touch at least 12 working days beforehand.

**IF YOU WANT TO PAY YOUR AMOUNT IN FULL**

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

- Every month/three months you’ll get a reminder from us asking you to read your meter or pay your regular payment amount.
- If you give a valid meter reading by the date we ask you to, we’ll use this to send you a bill for the amount we’ll collect from your account for that month or three months. So you can be sure you’re paying for your actual use.
- We’ll also check your regular payment amount to make sure it’s set correctly and that you’re paying for what you use.
- If you don’t give us a reading, we’ll ask you to pay a ‘regular payment amount’ which we work out by calculating how much energy we expect you to use in a year and dividing this into 12 equal payments. We look at any meter readings you’ve sent us or we’ve taken for you – if a meter reader visits your property for example. If you have less than two meter readings for your account, we will look at the size of your home and how you use your energy to make sure you’re paying the right amount.
- If you change your tariff, we’ll check that your regular payment amount is set correctly.
- If you don’t send us a meter reading, we’ll collect the amount shown on the regular payment amount.
- You will receive a statement each year (known as your annual summary), showing how much energy you’ve used over the year – and how much you’ve paid.
- You can give us meter readings online or through our ‘no queue’ telephone service any time you like. Just call 0333 200 5108. You’ll also be able to pay the revised amount of the bill straightaway.

**DEFINITIONS**

- ‘charges’ - our charges for supplying energy, including any Green Deal charges which apply.
- If you don’t pay as agreed, your charges may change

Please see clauses 4.2 and 4.3 for details.

- ‘distributor’ - the companies licensed to deliver energy to your premises.
- ‘energy’ - residential gas or electricity (or both) and all related services.
- ‘exceptions’ - the conditions set out in Standard Licence Condition 14A.2 of our gas and electricity supply licence. For example, these include if your previous supplier objects to transferring the supply, we don’t have the information needed despite taking reasonable steps to get it, or if the supply transfer is prevented by any other circumstance outside of our control where we’ve taken reasonable steps to deal with the problem.

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

- ‘metering equipment’ - the energy meter and other related devices, like key cards or in-home display devices.
- ‘premises’ - any part of any land, building or structure you’ve asked us to supply energy to.
- ‘registered supplier’ - the supplier registered with the local metering point administration service or metering point registration service who is responsible for supplying energy to your premises.
- ‘supply start date’ - for each fuel, the date from when we become the registered supplier for your premises.
- ‘supply transfer’ - the transferring of responsibility for supplying energy to your premises from another supplier to us, so we can become the registered supplier.

1. **INTRODUCTION**

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

1.2 You are responsible for making sure your premises are connected to all relevant distributors’ networks and that you have the correct qualifying meter installed at your home. If they’re not currently connected or you do not have a qualifying meter, please contact us on 0333 200 5117 and we’ll explain what you need to do.

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

1.4 This contract continues until it is ended in line with clause 7. After this time, if you want to receive a further supply, you will need to enter into a new contract with us. Any supply made during any period where there is no contract between us will be governed by our ‘deemed terms of supply’ published under the Gas Act 1986 and Electricity Act 1989.
1.5 If you’re a new customer, we do not currently supply, we’ll need to ask for a supply transfer. This will be completed within 21 days after we have given your previous supplier notice, unless: (a) you tell us to do otherwise; or (b) one or more of the conditions set out in Standard Licence Condition 144.2 of our gas or electricity supply licence (known as the ‘exceptions’ applies) in which case we’ll contact you to deal with the issue as soon as possible.

2. ACCESS
2.1 You agree to give us, or any person we tell you about, safe, full and unrestricted access to your premises and all metering equipment and other fittings used in connection with supplying your premises. If access isn’t available, you must remove them and pay any costs involved. We may also charge you if you don’t let us know at least 48 hours beforehand if access won’t be available at the time of a booked appointment.

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

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

2.4 If you have a ‘smart meter’ that we can read without your instruction, you agree that: (a) the in-home display unit must not be removed from your premises without our permission; (b) we may use it to remotely monitor the energy you use; (c) we may remotely repair and update it, switch it from credit to prepayment or disconnect your supply (or both); and (d) we may use information from it to work out your bill, offer you appropriate tariffs and other products (including via automated home device) and for any other purposes in line with the information policy.

2.5 You must make sure that all metering equipment is not damaged, stolen or lost and is kept in safe condition. You should immediately inform us if there is any damage or fault to the metering equipment. We may recover any costs we have to pay for replacing or repairing the metering equipment (including any call-out charges), unless the loss or damage is caused by something we have done or failed to do.

2.6 If your contract ends, we may recover any metering equipment we provide you and you will give us all access we need to do this.

3. AVAILABILITY, ENERGY PRICE, TARIFF FEATURES AND CHARGES

AVAILABILITY
3.1 If you can apply to transfer to the Eco20:20 tariff if: (a) your home is not connected to an independent distribution network operator; and (b) your meter point administration number (MPAN) begins with the digits 24, 25 and 26; and (c) you do not have any outstanding debt on any EDF account; and (d) you are willing to change your existing electricity metering equipment for multi-rate credit electricity metering equipment which can support the Eco20:20 tariff. If your main form of heating is provided through any type of off-peak electricity metering (such as Economy 7 or Economy 10), you are not eligible to apply for the Eco20:20 tariff as you are unlikely to receive any long-term benefit from transferring to the Eco20:20 tariff.

ENERGY PRICES AND CHARGES
3.2 You agree to pay all charges due under this contact which are not genuinely disputed, even where charges are based on an estimate of your energy use.

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

3.4 We can charge you any reasonable costs and expenses we have to pay in carrying out our responsibilities to you. This includes any reasonable costs connected with distributing ‘services’, receiving you money, ou owe, and disconnecting or replacing any metering equipment.

3.5 You can ask for up-to-date information on our tariffs and charges and you can ask for any other charges we might make for other services. Please phone 0333 200 5100 or visit edfenergy.com/additionalcharges.

3.6 The charges for the Eco20:20 tariff unit rates and times when they apply are set out in your Tariff Information Label, which you should have received as part of your contract letter. The charges which apply to you depend on your supply area, time of use and payment method. Eco20:20’s off-peak electricity unit rate applies between 5pm and 7am weekdays and all weekend. The on-peak electricity rate is currently 20% cheaper than the Eco20:20 day rate. The Eco20:20 tariff is set to GMT times, which means when the clocks change to British Summer Time, your off-peak times will be 1 hour earlier.

3.7 If you’re already an EDF customer and are changing your tariff, you won’t receive the benefits of your new tariff (e.g. its prices) until we process the change. We’ll write to you saying when this will happen. If you don’t already have Eco20:20 metering then we won’t be able to complete your tariff change until after that’s installed.

ZERO CARBON ELECTRICITY
3.8 At the end of each fuel mix reporting year, we’ll make sure we have allocated enough nuclear generation declarations to match the total volume of electricity supplied under an electric supply contract throughout the reporting year (this only applies to gas contracts) for the reporting year begins on 1 April and ends on 31 March the following year.

UK Fuel Mix disclosure information, published by the Government (Defra) recognises electricity from wind, solar and nuclear fuels produce zero carbon dioxide emissions at the point of generation.

4. CHANGES TO TERMS
4.1 If, within 20 working days of your Eco20:20 tariff coming to an end, either: (a) you agree a new fixed term tariff with us, or (b) another supplier formally lets us know that they will become your registered supplier and you have not given them notice to stop within a reasonable period, we’ll extend your current prices term tariff prices until your switch goes through; or (c) another supplier formally lets us know that they will become your registered supplier and you have not given them notice to stop within a reasonable period, we’ll extend your current prices term tariff prices until your switch goes through; or (d) you move home – if you move home and the payment method and meter type at your new home support your existing tariff, you may change the premises being supplied to your new premises. If you decide to do this, you must tell us which fuels you want us to supply at your new premises so that we can apply to become the registered supplier for those fuels.

4.2 To do any of the above you need to ask us. If you do, the changes will apply once we have processed your request. Your charges may increase or decrease and you agree to this. You may also have to pay costs associated with changing your meter. We will explain any changes to your charges and any extra costs to you at the time.

TARIFF END
4.3 Eco20:20 is an ‘evergreen’ tariff, which means it will continue with us until it is discontinued. If we do decide not to continue with the Eco20:20 tariff, we will give you notice to end your contract in line with clause 7. If we decide to do this, you must tell us which fuels you want us to supply at your new premises so that we can apply to become the registered supplier for those fuels.

4.4 To do any of the above you need to ask us. If you do, the changes will apply once we have processed your request. Your charges may increase or decrease and you agree to this. You may also have to pay costs associated with changing your meter. We will explain any changes to your charges and any extra costs to you at the time.

4.5 If you have a debt which is still not paid after 28 days or if you fail to keep to any payment method we agree with you, we may charge your payment method or payment frequency (which could involve changing your meter type). Or we may treat this as you giving us notice to end your contract under clause 7.1. In either case, if you continue to take energy from us, this could, result in a disconnection. If this happens, we’ll give you seven working days’ notice, explaining what changes will be made and why.

4.6 If you or we end this contract and we continue to be your registered supplier, if you switch to a new tariff with us then you may choose to our ‘deemed contract scheme’, which has different prices and terms and conditions at edfenergy.com/ct. If this happens, or if we change your contract under clause 4.5, you will no longer benefit from features such as our Price Promise, any fixed price period, any other offers or discounts which your energy comes from any particular type of generation.

YOUR RIGHT TO CHANGE TERMS
4.7 You are allowed to change any of the following terms at any time:

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

(b) Meter type – as long as you have paid all charges due for your energy and your tariff supports your change in meter type, you may change your current tariff from standard metering to multi-rate (for example, economy 7 metering), and vice versa.

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

4.8 To do any of the above you need to ask us. If you do, the changes will apply once we have processed your request. Your charges may increase or decrease and you agree to this. You may also have to pay costs associated with changing your meter. We will explain any changes to your charges and any extra costs to you at the time.

5. BILLING
5.1 We will give you a bill or statement at least once a year, but we may send you a bill or statement at any time, or in line with your agreed payment method and communication preferences. We will charge you for your energy usage based on the amount of energy we reasonably consider that you have consumed (or which we estimate you have consumed in accordance with paragraph 5.2 below) for the period covered by your bill, up to a maximum amount which is where the charges relate to circumstances where: (a) we have previously taken steps to recover payment for charges which are older than 3 years; (b) we have not taken action to recover older charges because of any unreasonable act or omission on your part, or (c) any other circumstance applies which our regulator confirms that we may seek to recover
charges relating to consumption that is older than 12 months.

Where we do not have an up to date meter reading we will bill you based on an estimated reading using the information that we have available about your property, however to help us to provide you with as accurate a bill as possible we would like you to supply us with an up to date and accurate meter reading at least once per year.

You may change your usage if we do not have all the information we need (including the energy you have used during any period) to work out the charges you owe us. We will estimate usage information about the energy used at the premises. This may take into account adjustments to reflect seasonal changes in use and previous meter readings, or the characteristics of your home and household energy use, or price changes.

If your meter is not read immediately before the supply changes reasonably believe that the reading we have is not accurate, we may estimate the amount of energy supplied during the period between the supply start date and ending with either:

(a) the date the meter is first correctly read after the date we start supplying you; or

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

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

6. PAYMENT

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

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

6.3 We have the right to use or transfer any debts or credits you have on your energy account: (a) with a previous supplier to us; or (b) with us to a new supplier.

6.4 If you are being supplied at premises where Green Deal changes apply, we will collect these from you through your bill or statement. You must pay Green Deal charges using the same payment method as you pay for your energy. You cannot choose a different method. We’ll only collect Green Deal charges that become due after we start supplying you, and we’ll pass on to you any price increases that we have to pay for the Green Deal.

6.5 If you owe us any outstanding charges, and you send us a payment that does not cover these charges, we’ll apply it towards whichever debt and in whichever proportions we consider appropriate.

DIRECT DEBTS

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

6.7 Whenever we review your Direct Debit, we’ll estimate the cost of the energy you will use (your ‘estimated annual energy cost’) up to the date of the next annual DD review date. This will be based on your past energy use, current prices, and any debt or credit on your account. If your Direct Debit needs to change by more than 10% of your estimated annual energy cost, we’ll let you know and make the changes. To avoid changing your payments too often, we’ll review your Direct Debit if it would result in a change of more than the specified (set) percentage.

6.8 If, on the date we review your Direct Debit your account is in the credit balance, we’ll usually update your monthly payment amount to spread the balance across the following 12 payments. If your account with us in debt by more than our ‘specified debt amount’ we’ll let you know and take the amount of the debt from your bank account. By choosing to pay by Direct Debit, you agree to these payment terms.

(You can find our current specified (set) percentage and specified debt amount, together with more information about Direct Debit, on our website at energyprice.directdebt).

6.9 Apart from where you or we change the way you pay your charges under clause 4.5 or 4.7, if you choose to pay by Direct Debit, you must continue to use that payment method to pay the charges. If you fail to do so, we will write to you, explaining what has happened and when you need to re-start your Direct Debit. If you don’t do so by this time, we can move you onto the cash/cheque or Pay As You Go prices for your current tariff. You can find the current cash/cheque and Pay As you Go prices for your current tariff by viewing the relevant tariff information label at energyprice.com or by calling us.

DEBT

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

6.11 If you don’t pay our bills in the way we’ve agreed, we can ask you to pay by another method and this may increase the price you pay for your energy (see clause 3.3). If this means we fit a prepaid meter, clause 2 will apply, and you may be responsible for the costs, which we’ll tell you about at the time. If you’re struggling, you can pay through deductions to social security departments or by using a prepaid meter (provided we consider this safe and practical). We’ll also let you know how you can reduce your charges by using energy more efficiently.

6.12 If you fall into arrears and you agree for us to pay this debt via an instalment plan, we may move you to our Cash Cheque prices version.

6.13 If you are late in paying any of our bills and fail to pay it in full within 14 days of the due date we have asked you to pay, we may charge you a £10 late payment charge for that bill.

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

6.15 We’ll only take debt recovery actions which we consider to be proportionate.

7. ENDING YOUR CONTRACT

7.1 From the day after signing up with us, you have a 14-day cooling-off period during which you can cancel this contract 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 (you will need 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 we will still be responsible for paying our charges for the period you were our 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.

7.2 If you use your right under clause 4.7(c) and want to stop taking one of the fuels we supply (for example, you go from dual fuel to electricity only) you may do so if:

(a) another supplier becomes your registered supplier for that fuel; or

(b) your new premises do not receive a supply of that fuel (for example, if not linked to the distributor’s system) and you do not arrange for it to start receiving one. In these cases, this contract will no longer apply to the fuel.

7.3 Unless you use your right under clause 4.7(c), if you change premises you must give us notice so we can end this contract. If not, you’ll still be legally responsible for paying the charges relating to your old premises. After you receive notice, we will have two working days to cancel the contract.

7.4 If you use your right under clause 4.7(c) and we are not already the new supplier of your new premises, our responsibilities to you under this contract will be suspended from the date you leave your old premises, and you may arrange to use the registered supplier of your new premises. The contract will stay in place while it is suspended, and you will still be responsible under it for bills relating to energy use at your old premises up until a new person takes over that responsibility.

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

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

(a) You breach any of its terms.

(b) You no longer own, rent or use the premises.

(c) You have any form of bankruptcy or insolvency proceedings brought against you.

(d) We reasonably believe that you have stolen energy or deliberately interfered with any metering equipment.

(e) There is a risk of danger to you or others we continue the supply.

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

(g) We are no longer licensed as an energy supplier or are asked to stop supplying you by Ofgem or another industry regulator.

(h) You have chosen to pay by Direct Debit but fail to use that payment method and have not changed your payment method under clause 4.7. We have this right even if you don’t have a debt balance on your account.

(i) Ofgem issues a direction to another supplier ordering it to take over the supply to your premises including in circumstances where Ofgem has decided that an event has occurred which means, which means it is allowed to revoke our supply licence, and has revoked our supply licence.

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

7.8 Ending your contract will not affect any rights and responsibilities you or we have following the contract ended, or which are due to come into force or continue after the date it ended. Clauses 5.4, 6.3, 6.11 and 6.15 continue to apply even after our supply licence has ended.

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

8. LIMITS TO OUR LEGAL RESPONSIBILITIES

8.1 We are only legally responsible to you as set out in these terms and conditions. We have no other duty or legal responsibility to you, whether implied by the law, statute, or any other condition implied by law or otherwise will not apply, as far as this is allowed by the law.

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

8.3 We are not legally responsible to you in any way for any indirect or direct loss of income, business or profits, or for any other loss or damage that could not reasonably have been expected at the time we entered into this contract, other than that caused by us acting fraudulently. Also, we will not be legally responsible to you for any loss you suffer as a result of your responsibilities to any other person (however this is caused).

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

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

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

9. OTHER CONDITIONS THAT APPLY

9.1 We can transfer all or any of our rights and legal responsibilities under your contract without your permission.

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

9.3 If we don’t enforce any part of this contract at any time, we are not waiving our right to do so at a later time.
9.4 We may monitor and record calls that you or we make in relation to customer services and telemarketing, to help us improve quality.

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

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

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

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

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

9.10 If any term of this contract is found not to be valid or cannot be enforced in full or in part, the rest of the contract will continue to apply as normal.

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

10. MAKING A COMPLAINT

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

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

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

10.2 If, after eight weeks, you’re still not satisfied with the way we’ve handled your complaint, you can phone the Ombudsmen Services: Energy on 0330 440 1624 (8am to 5pm Monday to Friday). Or, you can email them at enquiry@ombudsman-services.org.uk or visit ombudsman-services.org/energy. The Ombudsmen is free, independent. If the Ombudsman finds we have not acted correctly, they will make recommendations on how we can put this right. This might include:

(a) an apology or explanation;
(b) compensation; or
(c) any other relevant action.

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

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

Go to citizensadvice.org.uk/energy or call them on 0808 223 1133. Calls are charged at your normal rate.

11. NATIONAL TERMS OF CONNECTION - ELECTRICITY

11.1 Your supplier is acting on behalf of your network operator to make an agreement with you. The agreement is that you and your network operator both accept the National Terms of Connection (NTC) and agree to keep to its conditions. This will happen from the time that you enter into this contract and it affects your legal rights. The NTC is a legal agreement. It sets out rights and duties in relation to the connection at which your network operator delivers electricity to, or accepts electricity from, your home or business. In the case of some non-domestic sites, as further described in the NTC, the NTC provide for the continuing application of site-specific connection terms agreed with a previous owner or occupier of the site. Your network operator will be able to tell you whether or not site-specific connection terms exist.

If you want to know the identity of your network operator, or want a copy of the NTC or have any questions about it, please write to: Energy Networks Association, 1st Floor, 4 More London Riverside, London, SE1 2AU: phone 0207 706 5137, or see the website at www.connectionterms.co.uk

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

12. SUPPLY CHARACTERISTICS - ELECTRICITY

As required by law, the electricity delivered to your premises through the supply point is: (a) of an agreed quality at the nominal voltage, permitted nominal variation of plus or minus 1%; (b) if you have a single-phase supply, normally at 230 volts; and (c) if you have a three-phase supply, normally at 400 volts.

13. INFORMATION POLICY

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

Source of electricity | Backed by Nuclear | CO2 g/kWh
---|---|---
ECO 2020 | 100% | 0