IMPORTANT INFORMATION (KEY TERMS)

We’ve tried to summarise what we believe to be the key terms, but they’re all important and you may have a different view of what is most significant to you. That’s why it’s important you read our full terms and conditions and let us know if you have any questions. We’ll send updated copies at least once every 12 months, but you can ask for a copy at any time by contacting us on 0333 200 5100 or going to edfenergy.com/tariff-info.

DIRECT DEBIT

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.

REVIEWING 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 detailing your regular payment amount.
• We’ll check your regular payment amount to make sure it’s set correctly and that you’re paying for what you use. With smart meters, you no longer have to send readings yourself; your smart meter will send us all the information we need to bill you accurately.
• If you change your tariff, we’ll check that your regular payment amount is set correctly.

PAY AS YOU GO RULES

Pay as you go is a quick and easy way to pay for your energy and the smart way to budget and keep track of your energy and is exclusive to customers with a smart meter. Pay on the app, online, in-store or over the phone. If you choose pay as you go as your payment method, this will operate in accordance with our ‘Pay As You Go Explained’ leaflet, which is available at edfenergy.com/paygpolicy or to request a copy contact us on 0333 009 7000. Pay as you go contains additional functionality including auto top up and low balance alert. For more information on how these functions work please visit edfenergy.com/paygpolicy

DIRECT DEBIT AND PAYMENT METHOD

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

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

YOUR GOELECTRIC TARIFF

This tariff is powered by 100% renewable electricity. Electricity for our GoElectric tariff comes from renewable sources like wind, solar, Biomass, tidal, and hydroelectric.

ELIGIBILITY

To be eligible for this tariff you must meet one of the qualifying criteria found at edfenergy.com/goelec. You must also agree to pay by Direct Debit and have a smart meter installed. If you don’t already have a smart meter installed, we will install one at no additional cost. If you already have a smart meter and plug-in electric vehicle we’ll assess whether it can support GoElectric’s multiple charging rates. If it can you’ll only be eligible for our multi-rate version of GoElectric. If it can’t, you’ll be eligible for our single rate version.

In order to be eligible for this tariff you need to have both your electricity and gas supplied by EDF as well as have both electricity and gas supplied on the GoElectric tariff (or electricity only if you don’t have a mains gas supply to your property).
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 accordance with these terms, or by you changing your circumstances

1.2 You are responsible for all pipes, equipment, wires and other fittings used in connection with energy to your premises.

1.3 Our responsibility to supply your premises (and your responsibilities. The standards we must meet in accordance with these terms, or by you changing your circumstances

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 and we do not currently supply, we’ll need to check if you understand your responsibilities. The standards we must meet in accordance with these terms, or by you changing your circumstances

2. Access

2.1 You agree to give us, or any person we tell you about, safe, full, free and unrestricted access to your premises and all metering equipment and other

TERMS AND CONDITIONS

DEFINITIONS

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

3. Energy price, tariff features and charges

3.1 You agree to pay all charges due under this contract

3.2 You agree to have a smart meter that we can read without you being there. This includes any reasonable costs connected to all relevant distributors’ networks.

3.3 We can charge you any reasonable costs and expenses we have to pay in carrying out our responsibilities to you. This includes any reasonable costs connected to all relevant distributors’ networks.

3.4 We can 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.

3.5 You can ask for up-to-date information on our tariffs and charges which apply, and any other changes we might make for other services. Please phone 0333 200 5117 or visit edfenergy.com/additionalcharges.

Energy prices

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

3.7 Except for a change in law, regulation, tax or duty which affects us in a way that is beyond our reasonable control, or for increases in any new tax, duty or charge which we have to or allowed to recover from you through your energy bill (or bills), the prices and terms and conditions for your GoElectric will not change reasonably.

3.8 If you’re already an EDF Energy customer and are changing your tariff, you won’t receive the benefits of your new tariff (for example its prices) until we process the change. We’ll write to you to confirm when this will happen.

3.9 To be eligible for this tariff you must meet one of the qualifying criteria found at edfenergy.com/goelectric. You must also agree to pay by Direct Debit and have a smart meter installed. You don’t have to have a smart meter before you can join GoElectric. If you can’t, you’ll be eligible for our single rate version. In order to be eligible for this tariff you need to have both your electricity and gas supplied as well as have both electricity and gas supplied on the EDF network (or only if you don’t have a mains gas supply to your property).

Zero Carbon Electricity

3.10 This tariff is powered by 100% renewable electricity. Electricity for your GoElectric tariff comes from renewable sources like wind, solar, Biomass, tidal, and hydropower.

At the end of each fuel mix reporting year we’ll make sure we’ve purchased enough renewable electricity from EDF owned, renewable generation to match the total volume of electricity supplied to all of our customers on the GoElectric tariff. A fuel mix reporting year begins on 1 April and ends on 31 March the following year.

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

Other environmental benefits

Other suppliers as part of their tariffs include the price of their tariffs the funding of other carbon reducing initiatives such as tree planting.

Whilst our GoElectric Tariff doesn’t directly fund or offer any additional environmental benefits beyond being sourced from renewable generators, EDF is Britain’s biggest buyer of zero carbon electricity and as part of the EDF Group is the largest generator renewable electricity in Europe is committed to going beyond the requirements of 2°C trajectory set by COP21 by drastically reducing our CO2 emissions. In 2017.

4. Changes to terms

4.1 If, within 20 working days of your GoElectric tariff coming to an end, either: (a) you agree a new fixed term tariff with another supplier for a supply which is committed to going beyond the requirements of 2°C trajectory set by COP21 by drastically reducing our CO2 emissions. In 2017.

(b) you tell us to do otherwise; or

(c) one or more of the conditions set out in Standard Licence Condition 14A.2 of our gas or electricity supply licence (known as the ‘exceptions’) applies (in which case we’ll contact you to deal with the issue as soon as possible).

4.2 We are allowed to change all terms of supply at any time. Any changes will apply from the date we publish them on our website. However if the change puts you at a disadvantage, we’ll give you advance written
If you have a debt which is not paid after 28 days or if you fail to keep to any payment method we agree with you, we will treat this as you giving us notice to end your contract with us under clause 7.1.

6.3 We have the right to use or transfer any debts or credits you have with us. If you have a debt with another supplier (a ‘previous supplier’) to whom you pay for energy, or a balance on a prepayment supplier, to us, or with us to a new supplier. Either of us can use credit you have on accounts with us to pay off debt you owe us or our group companies.

6.4 If you are supplied at premises where Green Deal charges apply, we’ll 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 them on to your Green Deal provider.

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

Direct Debits

6.6 As you pay for your energy by Direct Debit, we need to agree the fixed amount you need to pay at first to cover your yearly energy costs. We’ll then review this amount every 12 months. We might carry out more frequent reviews, but we will only 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.

6.7 Whenever we review your Direct Debit, we’ll estimate the cost of the energy you use (your ‘estimated annual energy cost’) up to the date of the next annual Direct Debit 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 a ‘specified (set) percentage’ to cover your estimated annual energy cost, we will tell you how we have calculated this. We’ll only increase your Direct Debit if we believe it will be proportionate.

6.8 If, on the date we review your Direct Debit your account is in credit or in debt, we’ll usually update your monthly payment amount to spread the balance across the following 12 months. If so, we will pay your current specified (set) percentage and specified debt amount, together with more information on paying by Direct Debit, on our website at edfenergy.com/directdebit.

6.9 Apart from where you or we change the way you pay, we will use our charges under clause 4.3 or 4.5, 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 giving you a date when you need to re-start your Direct Debit. If you don’t do so by this time, we can move you onto the current cash/cheque prices for your current tariff. You can find the current cash/cheque prices for your current tariff by viewing the relevant tariff information label at edfenergy.com/it, or by calling us.

Debt

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

6.11 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 prepayment meter, clause 2 will apply, and you may be responsible for the costs, which we’ll tell you about. If you’re struggling, you can pay through deductions to social security you receive, by regular instalments or by using a prepayment 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 debt and we agree with you to pay this debt via an instalment plan, we may move you to our Cash Cheques prices version.

6.13 If you are late in paying any of our bills and fail to pay it in full after we have reminded 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, in any reasonable period, we will transfer your payment method to your new supplier (your new supplier should then formally contact us and this will end when they become your registered supplier); or

(b) giving us notice as set out in clause 7.3. If you do this, you will still be responsible for paying our charges for the period we were your registered supplier. If we are your registered supplier, you must tell us which fuels you want us to supply at your agreement.

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. 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 will end when they become your registered supplier); or

(b) giving us notice as set out in clause 7.3. If you do this, you will still be responsible for paying our charges for the period we were your registered supplier.

7.2 If you use your right under clause 4.5(c) and want to switch to another supplier (as long as they formally let us know within 20 working days of the end date that they will become your registered supplier within a reasonable period, we’ll let you on your GoElectric prices until you move onto your new tariff);

(c) if your Direct Debit is arranged to pay your current tariff by viewing the relevant tariff

7.3 Unless you use your right under clause 4.5(c), if you change premises you must give us notice so we can cancel this contract. If not, you’ll still be legally responsible for the charges at the original premises. After you receive notice, we will have two working days to cancel the contract.

7.4 If you use your right under clause 4.5(c) and we are not the registered supplier for your new premises, your responsibilities for the old contract will be suspended from the date you leave your old premises until the date we become the registered supplier of your new premises. The contract will stay in place while it is suspended, and you will be responsible under it for bills relating to energy used 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 of our intention to act, which will only be 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 do not keep to any of its terms.
(b) You no longer own, rent or use the premises.
(c) You have any form of bankruptcy or insolvency proceedings 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 if we continue the supply.
(f) Circumstances beyond our reasonable control demand very urgent action carry out our duties under this contract (for example, anything any 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 cancel your Direct Debit.
(i) Ofgem issues a direction to another supplier telling them to take over the supply to your premises, including in circumstances where Ofgem has decided that there has been an event, or a situation has arisen, which means it is allowed to take away our supply licence; and has decided to do so.

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.

8. Ending your contract

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

8.2 Your supplier is acting on behalf of your network operator.

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

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

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

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

9. Other conditions that apply

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

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

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

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

9.5 If you need to give us notice under this contract, you must follow our instructions in any related communications 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 CPhEdfenergy.com or by phone on 0333 200 5101 if you are a prepayment meter customer.

9.6 If when you first entered into a contract with us you confirmed your agreement to receiving bills, notices and communications 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 send you under our supply licence are provided to you electronically through our MyAccount service, or if appropriate by email. These could include notices relating to price changes, informing you that tariffs are coming to an end, responses to complaints or questions, and other information about our legal responsibilities to you. It will also include bills 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.

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

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

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

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

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

10. Making a complaint

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

Details of our complaint handling procedure can be obtained at edfenergy.com/makingaclaim. 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 Ombudsman Services: Energy on 0330 440 1624 (9am to 5pm Monday to Friday). Or, you can email them at enquiry@ombudsman-services.org or visit ombudsman-services.org/energy. The Ombudsman is free, independent. If the Ombudsman finds we have not acted correctly, they will make recommendations on how we can put this right. This might include: (a) an apology or explanation; (b) compensation; 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 do not understand the service you receive for 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 08000 223 1133. Calls are charged at your normal rate.

11. National Terms of Connection

11.1 Your supplier is acting on behalf of your network operator to make an agreement with you. The agreement is that you and your network operator both accept the National Terms of Connection (NCT) 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

12.1 Electric 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.

12.2 Source of electricity takes priority over any other contract term.

12.3 Our supply licence or any other relevant industry regulator could change, information about our legal responsibilities to you. It

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

12.5 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.

12.6 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.

13. Information policy

13.1 We respect your privacy and are committed to providing you with clear, unambiguous and easily accessible information about how we protect and use your data, please visit our Privacy Notice and Policy at edfenergy.com/yourprivacy. If you’d like a hard copy of the privacy policy you can contact us on 0333 200 5100 and we’ll post it to you.