Pay by Direct Debit

- Your energy prices and the date your tariff ends are set out in your Tariff Information Label. Where your chosen tariff has different prices for different times of use, the times of use are also shown in your Tariff Information Label. These won’t change until the date your GoDrive tariff ends or your payment type changes. You can end this contract at any time by giving us notice.
- 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. You’ll get at least seven working days’ notice of this. If we make any other change which is to your disadvantage, we’ll tell you and give you the chance to change supplier. We’ll explain what you need to do and when, at the time. You are ultimately responsible for any charges incurred in accordance with these terms.

**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. Where applicable 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 GODRIVE TARIFF**

This tariff is powered by 100% zero carbon renewable electricity. Electricity for our GoDrive tariff comes from renewable sources like wind, solar, biomass, tidal, and hydroelectric.

**ELIGIBILITY**

GoDrive is a fixed term exclusive tariff. To be eligible for this tariff you must have bought a qualifying vehicle from a partner manufacturer and have a valid order number. The full list of qualifying vehicles and manufacturers can be found at edfenergy.com/GoDrive. This tariff can only be taken for one premise per customer sign-up and you will be required to provide your order number. EDF will share this order number with the manufacturer who will confirm to EDF that you satisfy the eligibility criteria. In the event you do not meet the eligibility from the manufacturer you will be removed from the tariff and placed on EDF’s standard (Variable) tariff, back dated to your start date.

**SIGNING UP FOR THIS TARIFF MEANS YOU AGREE TO:**
- Pay by Direct Debit
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 our Performance Booklet.

1.2. You are responsible for making sure your premises are connected to all relevant distributors’ networks. If they’re not currently connected, please contact us on 0333 200 5177 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 ‘exceptions’ applies (in which case we’ll contact you to deal with the issue as soon as possible).

2. Access

2.1. To access this version of the tariff, a compatible smart meter is required. If you don’t already have a smart meter installed, we will install one where possible at no additional cost. If in cases where EDF cannot install in your area or if your current smart meter is not able to communicate with our IT systems, a bill credit of one hundred and twelve (£112) will be given and you will remain on the single rate version of this tariff.

2.2. You agree to give us, or any person we tell you about, safe, full, free and unrestricted access to your premises, and the house you live in and is used for domestic purposes only, supply start date, for each fuel, the date from when we become the registered supplier for your premises.

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

2.4. If you have a ‘smart meter’ that we can read without coming to your premises, you agree that: (a) it and the in-home display unit must not be removed from the 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); (d) we may use information from it to work out your bill, offer you different tariffs and other products (including via any associated in-home display device) and for any other purposes in line with the information policy, and, (e) from time to time repair, maintain or upgrade your smart meter if we think it might not correctly reflect the energy you have used. In such circumstances, we reserve the right to apply the correct charges which will be applied to your smart meter or replaced.

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

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

3. Energy price, tariff features and charges

3.1. This tariff is powered by 100% zero carbon renewable electricity. Electricity for our GoDrive tariff comes from renewable sources like wind, solar, biomass, tidal, and hydroelectric. 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 Go Drive tariff. A fuel mix reporting year begins on 1 April and ends on 31 March the following year.

3.2. The multi-rate ‘charge free’ version of this tariff offers 5 hours of free off-peak electricity from 12pm-5am GMT and 1am-5am BST, with a maximum threshold of 4,000kWh. To access this version of the tariff, a compatible smart meter is required.

3.3. All free off-peak electricity provided under this tariff are bound by fair use and efficiency rules. With a maximum threshold of 4,000kWh of off-peak electricity consumption. If the maximum threshold is met, you will be notified by EDF Energy and moved onto a standard version. If we believe there will be no associated exit fees and you can move supplier or to another EDF Energy tariff at any time.

3.4. If you move home during the tariff period, you can transfer the tariff to your new home. If the property doesn’t have a compatible smart meter, you will be placed on the single rate version of the tariff until one can be installed. If one cannot be installed in your new home, we cannot provide free off-peak electricity and no bill credit will be offered.

3.5. 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 distributors’ services, recovering money you owe, and disconnecting, reconnecting or replacing any metering equipment.

3.6. You can ask for a supply transfer on our tariffs and charges which apply, and any other charges we might make for other services. Please phone 0333 200 5100 or visit edfenergy.com/AdditionalCharges

Money prices

3.7. The charges for the GoDrive tariff 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, the type of your measurement method and the structure of your tariff.

3.8. Except for a change in law, regulation, tax or duty which affects us in a way that is beyond our reasonable control, or the introduction of a new tax, duty or charge which we have to or are allowed to recover from you through your energy bill (or bills), the prices and terms and conditions for your GoDrive tariff will not change until the end date of your tariff, which is 12 months from the date you are placed on the tariff.

3.9. If you’re already an EDF 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 happens.

3.10. To be eligible for this tariff you must meet one of the qualifying criteria found at edfenergy.com/GoDrive. 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 where possible at no additional cost. If you already have a smart meter, we’ll assess whether it can support GoDrive’s multiple charging rates. If it can’t, you’ll be eligible for our single rate ‘Anytime’ version. In the event that a problem exists with your smart meter connectivity or functionality after sign-up, EDF reserves the right to transfer you to the single rate ‘Anytime’ version of the GoDrive tariff and cancel your application for the multi-rate ‘Charge-Free’ version. We will write to you to let you know if this happens.

4. Changing and ending your contract if you change supplier

4.1. If you choose to switch to another of our tariffs, we can extend your current GoDrive prices until your...
transfer to your new tariff takes place (a ‘tariff extension’). If you try to change supplier but have outstanding charges on your energy account, we may contact your new supplier to tell them what we plan to do to cover our costs of what you owe. If you pay those outstanding charges within 30 working days of our notice objecting to your transfer, we can transfer supplier and we won’t change your prices during the transfer period.

Our right to change terms

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 notice (a ‘variation notice’) unless clause 4.3 applies. If you don’t pay as you agreed, your changes may be made without your agreement.

4.3. 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 change your payment method or payment frequency (which could involve changing your method too). Or if your meter type changes so you give 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 your charges changing. If this happens, we’ll give you seven working days’ notice, explaining what changes will be made and why.

4.4. If you or we end this contract and we continue to be your registered supplier, you may move to our ‘deemed contract scheme’. If this happens, or if we change your contract under clause 4.3, you will no longer benefit from our current standard rates or any fixed-price period, or any guarantee that your energy comes from any particular type of generation.

Your right to change terms

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

(a) Type of meter – provided you have a multi-rate meter which we consider is compatible with this tariff, you may change from standard single-rate metering to multi-rate metering.
(b) Moving home – if you move home and the payment method and meter type at your new home support your existing tariff, you may change the premises being supplied to your new premises. If you decide to do this, we will 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.

4.6. 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 changes may change as a result, 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.

End of tariff for fixed price

4.7. In advance of the tariff end date we’ll write to remind you that your GoDirect tariff is ending. You can then:

(a) switch to another supplier, as long as your new tariff is already available or becomes available within 20 working days of the end date (if so we’ll let you stay on your GoDirect tariff prices until you move onto a new tariff); (b) switch to another supplier (as long as they formally let us know within 20 working days of the end date that they will become your registered supplier within a reasonable period, we’ll let you stay at your current prices until you switch goes through); or (c) if you don’t do (a) or (b), we’ll arrange for your energy accounts to be automatically transferred on the end date to the most appropriate standard tariff or fixed tariff that we have on offer at the time based on your current type of meter and payment method. We’ll include the prices for this tariff when we write to you.

If you change the payment method

4.8. The payment method for this tariff is Direct Debit. If you change your payment method to anything other than this, we may transfer you to our deemed contract scheme under clause 7.6 of these terms.

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 period of twelve months except where the charges relate to circumstances where:

(a) we have previously taken steps to recover payment for charges relating to your use of energy; or
(b) we have not taken action to recover such older charges because of any act or omission on your part; or
(c) any other circumstance applies which our regulator considers to make it reasonable to adjust the charges relating to consumption that is older than twelve months. Because we are only permitted to bill you for energy in accordance with clause 5.1, it is very important that we receive accurate and up to date information about your energy use at least once per year, and so you must:

(a) allow any meter reader or other EDF representative free and unimpeded access to read your electricity and/or gas meter, and allow us enough time (provided that we may choose not to schedule visits this frequently); if you have a smart meter, allowing us to use it to take regular meter readings from you; (c) tell us if you move into a new premises and are taking a supply from us; (d) making sure you have arranged to pay us; (e) let us know if you are not receiving bills at least once a year; (f) telling us if you think there is a problem with your meter; (g) if you have a prepayment meter, making sure you only use the key or card we have issued to you to top it up; (h) if you are not able to take any of the steps set out above, contacting us to agree alternative arrangements and then complying with those.

Where you have opted for electronic communications from us, or this is a requirement of the product you have selected, we will provide you with an accurate email address, and to let us know if this needs to be updated. By entering this contract you acknowledge and agree that failing to take one of the actions listed in (d) above will obstruct us in trying to correctly charge you for the energy you use, and you agree that doing so would be manifestly unreasonable. 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 improve the accuracy of your bills please provide us with an up to date and accurate meter reading at least once per year.

5.2. We have the right to estimate your usage if we don’t have all the information we need (including the energy you have used during any period) to work out the charges you owe us. When estimating, we will use information we have 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.

5.3. If your meter is not read immediately before the supply start date, or we reasonably believe that the reading we have is not accurate, we may estimate the amount of energy supplied to you in 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.

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 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 under clause 7.1.

6.3. We have the right to use or transfer any debts or credits you have on your energy account: (a) with a previous supplier to us; (b) with us as a new supplier; or (c) for any accounts you have with us to pay off any debt you owe us.

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

6.5. If you owe us 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 at the date you pay by Direct Debit, we need you to agree the fixed amount you need to pay at first to cover your yearly energy use. We may also agree extra ‘on-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 payment frequency. If we review your tariff, 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 current energy use, current energy prices and terms and conditions. These are available at edfenergy.com/directdebt.

6.7. If you do not pay by Direct Debit, we will let you know if your Direct Debit is out of date or in arrears. If we do so, we will stay with your current Direct Debit, unless you agree a different contract, you will be placed on our deemed contract scheme under clause 7.6 of these terms. If this happens, or if we change your contract under clause 4.3, you will no longer benefit from our current standard rates or any fixed-price period, or any guarantee that your energy comes from any particular type of generation.

6.8. If, on the date we review your Direct Debit your account is in credit or in debit, we’ll usually update your payment method to spread the balance across the following 12 payments. If your account is in credit in direct debit payments, we’ll let you know and take the amount of the debit from your bank account. By choosing to pay by Direct Debit, you agree to these payment terms. (You can find your current payment method and agreed amounts for your Direct Debit, on our website at edfenergy.com/directdebt).

6.9. Apart from where you or we charge you the way you pay your 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 do not 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 do not do so by this time, we can move you onto the 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, 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 (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 at the time.

6.12. We have the right to charge you if you are late paying any debt you owe us, even if it is below the annual rate of 8% above the Bank of England bank lending rate at the relevant time.

6.13. 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, we may ask your new supplier to give you a date when you may grant us the right to recover any unpaid charges from your contract with them. In these circumstances, you agree that we can collect from you the amount you owe, plus reasonable costs.

7. Ending your contract or Moving Property

7.1. From the date after signing up with us, you have a 14 day cooling-off period during which you can cancel this contract at no cost. If you agree to waive your cooling-off period immediately, we’ll let you know if there are significant charges relating to your energy supply, from the date you agreed. You can also end this contract with us at any other time by: (a) asking another supplier to become your registered supplier (for example, if you formally contact us and this contract will end when they become your registered supplier); or (b) giving us notice as set out in clause 7.3. If you do this, we will still be responsible for the 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.
8. Limits to our legal responsibilities

8.1. If you 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 by reason of our negligence or willful default, we are not liable to you or any other person.

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 by reason of our negligence or willful default. 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 in respect of any single event 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 for fraud or deliberate interference with your meter reading 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 the service between you and us.

9.3. We will not accept any responsibility under this contract for the service between you and us.

9.4. 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 notifications to us in writing to the address shown on your contract. For example, to: Energy Networks Association, 1st Floor, 4 More London Riverside, London, SE1 2AU: phone 0207 739 5000.

9.5. If you need to give us notice under this contract, you must notify us in writing. You can also notify us of any change of circumstances 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 receive a notification from us that you have to give us a notice, you must give us a notice by the date we tell you to.

9.7. If you have a complaint about your network operator, you can contact us on 0333 200 5100 and we’ll post it to you.

10. Resolution of disputes

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 handling of your complaint you can also contact us at ombudsman@energy.org.uk. If you need to contact us again or if you want to know more about our complaint handling procedure you can phone the Ombudsman Services: Energy on 0300 440 1624 (9am to 9pm Monday to Friday). Or, you can email them at osemquires@o-energys.org.uk or edfenergy@energy.org.uk.

10.2. If, after eight weeks, you’re still not satisfied with the way we’ve handled your complaint you can contact us at ombudman@energy.org.uk.

10.3. Contact Citizens Advice if you need help with an energy problem - for example with your bills or meters, or 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.uk or phone 0800 144 345 or 04 05 06. Calls are charged at 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 (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. The National Tariff Code (NTC) provides for the continuing application of site-specific connection terms agreed with a previous owner or occupier of the site and work carried out to the site. They 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, you can contact them at the following email address or websites: Energy Networks Association, 1st Floor, 4 More London Riverside, London, SE1 2AU: phone 0207 706 5137, or see the website at www.connectionterminfo.org.uk or go to eem.org.uk or contact energy suppliers. They may investigate your complaint if you are a residential or business 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.

12. Supply characteristics - Electricity

As required by law, the electricity delivered to your premises through the distribution system will be supplied: (a) if you have a single-phase supply, normally at 230 volts declared alternating voltage, with an allowed range of voltage variation from plus 10% to minus 6%; and at either of the above voltages at a frequency of 50 hertz, with a permitted nominal variation of plus or minus 1%.

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

12. Supply characteristics - Gas

As required by law, the gas supplied to you under this contract will be supplied: (a) if you have a single-phase supply, normally at 230 volts declared alternating voltage, with an allowed range of voltage variation from plus 10% to minus 6%; (b) if you have a three-phase supply, normally at 400 volts nominal alternating voltage, with an allowed range of voltage variation from plus 10% to minus 8%, and at either of the above voltages at a frequency of 50 hertz, with a permitted nominal variation of plus or minus 1%.

13. Information policy

We respect your privacy and are committed to providing you with a clear understanding of how we use your data. To find out about the ways in which we use and protect 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.
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