IMPORTANT INFORMATION (KEY TERMS)

We’ve summarised 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.

Check our website for further information if you have any questions. You can view terms and conditions at any time by visiting edfenergy.com/sme-business/tariffs/terms-conditions

CHARGES

If you have come to us through a third party intermediary (TPI), we will have notified you of any TPI Costs as part of your contract pack. If you don’t pay in line with your payment method we will transfer you to our “Extended Supply Prices”. You’ll get at least 7 days’ notice of this.

You are ultimately responsible for any charges incurred in accordance with these terms. If you choose to leave us before the end of the Fixed Term Period, we will transfer you to Extended Supply Prices for the energy you use and for as long as you are with us.

RENEWAL

We will write to you at least 60 days before the end of your Fixed Term Period, to transfer you on to Extended Supply Prices for as long as you are with us. After the Fixed Term Period you do not need to give notice to end this contract and will not be charged an Early Termination Fee. You will be transferred on to Extended Supply Prices for as long as you are with us but are free to leave EDF where you have cleared any outstanding balance with us.

DIRECT DEBIT WHOLE AMOUNT EVERY MONTH

• You enter into a new contract with us or
• You do not have a smart meter and agree to have one fitted. You can arrange to have a smart meter installed by visiting edfenergy.com/getsmart or by calling us on 0333 200 5104. If you do not have a smart meter installed within 3 months of becoming eligible for a smart meter your contract may come to an end. We will then continue to supply you on our Extended Supply contract terms until:-
  - you enter into a new contract with us or
  - you change supplier. If you have a non-standard meter type or for technical reasons we cannot install a smart meter, we will not transfer your tariff onto our Extended Supply contract terms. Our Extended Supply contract has a different price to this tariff! You can find details at: www.edfenergy.com/extendedSupplybusinessprices

Conditions of supplying energy

These conditions apply if you are a business customer (which includes a Micro Business customer) and are using our electricity and/or gas services to Supply your Premises. Please note, any reference to the word ‘energy’ in these terms and conditions means electricity or gas (as applicable) which you have asked us to Supply to you, and which we have agreed to Supply to your Premises, subject to these terms. These terms shall apply separately in respect of each account under which you are the account holder. The amount of energy you use is worked out in pence per kilowatt hour. For gas, we need to convert the consumption recorded on your meter into kilowatt hours. The method of calculation we use can be found on each gas bill we send you.

However, unless we (EDF) have agreed otherwise in writing, these conditions do not apply to:
• the Supply of electricity through meters with a Profile Class other than 3 or 4;
• the Supply of energy to Unmetered Premises; or
• the Supply of energy to any Premises where the metering arrangements are not compatible with our Billing system. If you are not sure which Profile Class your meter is in, please phone our helpline on 0333 200 5103. Please read these conditions carefully so that you fully understand your and our commitments and responsibilities. Unless we have agreed the supply contract over the phone, you must sign the contract (of which these conditions form part) and return it to us (by post, by email, online or by a hand held unit).

Each contract is agreed when we accept your agreement, and from that point each of our rights and responsibilities under these conditions will come into effect. If we enter into a supply contract with you, but we cannot start supplying energy to you because you have another supplier or we are unable to become your registered supplier for any reason which is out of our control, then an administration charge of £250 might become payable by you.

We may carry out checks of your credit history and decide that the product, price and Payment Method you have chosen under your supply contract are not suitable for your current circumstances or are not available for your current meter configuration. This might happen even after the contract has been agreed. If so, we will contact you and try our best to sort the problem out. However, this may mean that we will have to supply you in a different way. For example, if your meter type is not compatible with the product you have selected, we may have to arrange for a different type of meter to be fitted or we may have to ask you for a security deposit. If we cannot resolve these problems during a credit check, we will tell you and your contract will end automatically on the date we tell you. Please call us on 0333 200 5103 to find out which credit reference agency we have used and their contact details if you do not agree with your credit rating. We may change the credit agencies we use from time to time.

We will be willing to accept the supply contract even if the information you have provided is not complete, correct or clear.

If we do, we may begin your Supply under different conditions from those you expected. We will always apply the conditions that we consider to be the most appropriate for your situation.

Words and phrases

Unless we say otherwise, words or phrases used in this contract have the same meaning as is given in the Electricity Act 1989 or the Gas Act 1986 (as applicable), in our electricity or gas supply licence.

“Bill” means an invoice or Bill that informs you of the amount of money you owe us and which includes a breakdown of our charges.


“Distribution Exemption Holder” means a person who is distributing energy for the purpose of giving a Supply of energy or enabling a Supply to be given, and who is authorised to so do by an exemption from the requirement to hold a distribution or transportation licence (as applicable).

“Due Date” means the date by which you must pay the amounts specified in your Bill or other statement setting out amounts which you owe us. This date is specified in your Bill or statement and if it is not then the Due Date is 14 days from the date of your Bill or statement.

“Early Termination Fee” is a payment by you where the contract is terminated before the end of your Fixed Term Period and this payment is calculated in accordance with clause 7.4.

“Energy Regulator” means Ofgem (the Office of Gas and Electricity Markets), set up by Parliament to protect the interests of energy customers. Their address is 9 Millbank, London, SW1P 3GE.

“Exempt Distribution System” means a distribution system operated or controlled by a Distribution Exemption Holder who is not required to hold a licence to supply energy.

“Fixed Term Period” means the length of time during which your prices are fixed as agreed between yourself and EDF, beginning on the Relevant Date.

“Green Deal Charges” means the charges that we must collect from you as part of the Government scheme for the collection through electricity Bills of charges for energy efficiency measures or improvements in accordance with any Green Deal Plan you may have entered into.

“Green Deal Plan” means an arrangement made by the occupier or owner of a Premises for a person to make energy efficiency measures or improvements to such Premises that are to be paid for wholly or partly in instalments through their electricity Bill, as further explained in Chapter 1 of the Energy Act 2010 as fixed for Business Online.

“Green Deal Premises” means Premises at which Green Deal Charges are owed for the installation of energy efficiency measures or improvements, pursuant to a Green Deal Plan.

“Local Network Operator” means, for each of the Premises to be supplied under this contract, the company licensed as either an electricity distributor or gas transporter (as applicable) and that owns or operates the distribution network through which energy is delivered to your Premises.
"Local Metering Point Administration Service" means the service that keeps an electronic register of Premises connected to your Local Network Operator’s network and of the suppliers responsible for supplying the energy therefrom.

"Micro Business" means a company which meets one of the following criteria: it consumes less than 100,000 kWh of electricity a year, or consumes less than 293,000 kWh of gas a year, or has fewer than ten employees (or full-time equivalent) and an annual turnover or annual balance sheet total of not more than £2 million.

"Ombudsman Services: Energy" is the United Kingdom’s gas and electricity alternative dispute provider approved by OFGEM providing services under the terms of the Consumers, Estate Agents and Redress Act 2007 for residential and Micro Business customers.

"Payment Method" means the payment arrangements and payment methods set out in clause 5.1 and includes Direct Debit, cash or cheque, pay as you go or any other method we determine, that apply to your Supply and form part of your contract.

"Premises" means any part of any land, building or structure that another electricity and/or gas supplier is supplying energy to, which is outside our control and which we have taken all reasonably practicable steps to resolve.

"Profile Class" means any part of any land, building or structure that another electricity and/or gas supplier is supplying energy to, which is outside our control and which we have taken all reasonably practicable steps to resolve.

"Related Meters" means two or more meters that Supply the Same customer and are located at the same (or any part of the same) Premises.

"Security Deposit" means a sum of money which we may require you to pay for any part of any land, building or structure that another electricity and/or gas supplier is supplying energy to, which is outside our control and which we have taken all reasonably practicable steps to resolve.

"Smart Meter" means a meter that allows you to pay for your Supply in advance by loading credit onto the meter using a Prepayment Meter key or card.

"Profile Class" is a specific group of customers categorised according to the profile of their expected energy consumption pattern.

"Relevant Distribution System" means the local network that we use to Supply your Premises; this includes electricity and gas networks.

1 Our responsibilities to each other

1.1 We will tell you the Supply Start Date. Your and our rights and obligations under this contract begin on this date. Where these conditions come into effect once this contract is agreed. We cannot guarantee that the Supply Start Date will be on the date you requested or otherwise agreed.

1.2 If, on the date that this contract is agreed (the "Relevant Date"), the Premises are being supplied by another energy supplier (the "Previous Supplier"), your Supply Start Date will be within 5 Working Days of the Relevant Date or the date provided by the Previous Supplier.

1.3 You request that your Supply Start Date is a later date.

1.4 You notify us that you do not wish the Supplier Transfer to take place, in which case we may still perform the Supplier Transfer but your Supply Start Date may not be within 5 Working Days of the Relevant Date or the date provided by the Previous Supplier.

1.5 One or more of the conditions in clause 1.4 applies.

1.6 Clause 12 does not affect your obligation to give us notice to terminate your contract in accordance with clause 6.1 or our right to charge you an Early Termination Fee, where applicable.

1.7 The conditions in this clause are that, on or after the Relevant Date:

1.1 Your Previous Supplier has prevented us from completing the Supplier Transfer because it has raised an objection to the Supplier Transfer;

1.2 We, or our authorised representatives, do not have from you sufficient information to contact the Previous Supplier; or

1.3 You are taking a Supply of energy through an Exempt Distribution System and we are unable to start supplying through a Smart Meter because the relationship between the Premises and the Exempt Distribution System, or the Exempt Distribution System and another relevant distribution system, has not yet been made; or 6.8 We may ask you to do something that we need you to do to prevent problems with your meter, this may affect the way we measure your energy use for your bill.

1.4 We are prevented from completing the Supplier Transfer because the Previous Supplier will not or cannot supply in the way which is outside our control and which we have taken all reasonably practicable steps to resolve.

1.5 Subject to clause 12, where a condition in clause 1.4 applies we will delay the Supplier Transfer as soon as is reasonably practicable and in any event within 5 Working Days following the date on which the relevant condition ceases to apply (or if more than one condition applies, when all relevant conditions cease to apply).

1.6 We will Supply energy from the Supply Start Date at the Premises you have told us you want us to Supply. This is so that you do not already have a contract with another supplier for supplying the same type of energy at the Premises and, none of the conditions in clause 1.4 applies on the Supply Start Date.

1.7 You agree that:

1.7.1 You are the owner or the occupier of the Premises (or will be the owner or occupier of the Premises).

1.7.2 You are responsible for all pipes, equipment, wires and cables, and all other fittings used in connection with the Supply on your side of any electricity or gas meter (your "use side") and the point at which energy leaves your meter after the meter has measured it; and

1.7.3 Your Local Network Operator will deliver your Supply.

1.8 You agree to pay any of your charges due under this contract.

1.9 You agree that, so long as we are registered with the Local Network Operator as the supplier responsible for the Supply to your Premises, energy passing through your meter or meters supplied to your Premises will be treated as having been supplied under our supply contract, even if you have a contract for the Supply of that type of energy to your Premises with any other person.

1.10 Notwithstanding Clause 8, in the event that the Supply of gas to your Premises is temporarily interrupted we will pay on any relevant compensation payments without your agreement as a result of such temporary Supply interruption.

1.11 For customers with Smart Meters: You understand by switching to EDI your meter may not be able to operate as a Smart Meter. If this is the case, it will work as a traditional meter, meaning you will need to provide us with meter readings and your in-home display will no longer show your energy usage. When you contact us your switch is complete and confirm if were able to support your smart functionality or not.

2 Access to Premises and meters

2.1 You confirm that you are legally able to, and have permission to, allow us into the Premises and associated metering equipment, wires and cables, and all other fittings that we use in connection with the Supply to your Premises in the following circumstances:

2.2 Your Local Network Operator runs the electricity distribution network or gas transportation (as applicable) through which they deliver the Supply to your Premises. They may also own the meter and any associated metering equipment which is used to measure the Supply to your Premises.

2.3 You agree to allow your Local Network Operator and us (or our employees, agents and subcontractors) to have safe, full and free access to your Premises and metering equipment, wires and cables, and all other fittings that we use in connection with the Supply to your Premises in the following circumstances:

2.4 At any time if there is a possibility that someone’s life or safety is in danger or if there is a possibility of damage to property, or if we or your Local Network Operator are entering your Premises under an Act of Parliament or any similar law relating to the delivery or measurement of energy.

2.5 At all reasonable times if we or your Local Network Operator need to install, maintain, test, inspect, test or replace any lines, wires or cables and all other equipment connected with delivering or measuring energy.

2.6 You agree to any reasonable requests we make for the purposes of the Supply to your Premises and metering equipment, wires and cables, and all other fittings used in connection with the Supply to your Premises, you are responsible for removing the obstruction, and you are responsible for the cost of doing this.

2.7 We will not be responsible for any fault or for anything that happens because of a fault in or relating to a meter or other associated equipment that we do not own or that has not been provided on our behalf.

2.8 If you take a Supply of energy through a Prepayment Meter and you use an electronic or token meter, you must make sure you buy enough units of energy to cover the amount of energy you use. You must keep the Prepayment Meter key or card (or other device used to put credit on the meter with units) clean, safe and free from damage. We or your Local Network Operator may ask you to pay any costs we incur as a result of you not looking after your Prepayment Meter key or card.

2.9 You must only use the most recent Prepayment Meter key or card (unless we otherwise agreed to put credit on your Prepayment Meter, or else your meter may not be updated with the correct pricing information and this may result in you paying a higher price for your energy).

2.10 If your supply contract ends, we may remove from your Premises any meter we own or lease. We may also ask our officers, employees, agents or contractors to enter your Premises to do any of the above. We will not do this if another supplier agrees, before the end date of your contract, to buy or take over that meter on condition that we receive appropriate compensation for the value of the meter.

2.11 If you have a "Smart Meter" you agree that:

(a) it and the in-home display device 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 for both, and

(d) we may use information from it to work out your Bill, offer you appropriate 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 the information from your Smart Meter may 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 reflected in a separate Bill.
3 Prices and changes to these conditions

3.1 When you enter into a supply contract with us we will give you written details of the initial prices of energy for the Premises and your Payment Method. These form part of your contract. We may change these prices from time to time in line with these conditions.

3.2 Prior to the end of the Fixed Term Period we will only increase the prices we have agreed with you (which you will be advised of when you first enter into your supply contract with EDI) if either:

3.2.1 You have failed to comply with this contract or any of its terms in any way (and in particular, any of the conditions in clause 6.6).

3.2.2 Any obligation or cost imposed on us in connection with processing, distributing, transporting, selling or supplying energy is increased, or any change is made to the methodology used for calculating such costs, or remuneration or cost is introduced, and that increase or new cost or obligation directly affects our costs of providing the Supply or of otherwise complying with our obligations under this contract.

3.3 At least 60 days before your Fixed Term Period, we will send you a statement of renewal terms to let you know your options. Unless you switch your energy supply away from us or agree a contract with EDF, you will automatically be transferred onto our Extended Supply Prices at the end of your Fixed Term Period.

3.4 We may change any of these Terms at any time. If we make a change to the Terms of this contract, we will do so in line with the regulator’s direction, and first publish full text of the revision on our website for 14 days, after which time the revision will come into force. Once the revision comes into force, it will apply to all contracts subject to these Terms, both contracts entered into from that point on as well as ones that already exist, unless the revision says otherwise. We will continue to supply you after we have made this revision, in line with the revised Terms.

3.5 Where we are entitled to change the conditions of your contract, this includes the right for us to charge your product or the way you pay.

3.6 If you ask for any service that your Local Network Operator does not provide as a standard service, or if you cause them to run up costs beyond those they would normally support in the course of their responsibilities as an electricity distributor or gas transporter, we may charge you any reasonable costs we have to pay as a result.

3.7 If you owe your previous supplier money for the energy they supplied to you at the Premises, or you owe money to us or one of our group companies for electricity or gas (or both) supplied to you, we may take over the right to collect that money. You agree that we will be entitled to collect the amount you owe (plus our reasonable costs of collection) within a reasonable time.

3.8 If the way you agreed to pay for your energy has special conditions, for example, your Payment Method may have specific terms relating to payment, they will form part of your Supply contract. We will send details of these terms to you separately where they apply.

3.9 Taxes, duties or levies (including VAT) are payable in addition to energy costs. The rates of taxes, duties and levies may be increased during the term of your contract and new taxes, duties and levies may be introduced. Any taxes, duties or levies will also apply to the costs of processing, distributing, transporting, selling or supplying energy, whether we pay these taxes and other duties or we pass them on to someone else who is responsible for making the payments (such as the Local Electricity Distributor).

3.10 You agree to pay for any other charges which apply under this contract or any other conditions. In addition to any extra conditions we have agreed with you from time to time which we include on your Bill. If we are supplying you with electricity only under this contract you also agree to pay for any other charges which are connected with Green Deal Premises (such as Green Deal Charges) which we are obliged to collect from you.

3.11 If you do not pay any of the charges due to us by the date that we request then we may put you on our Direct Debit or Prepayment Meter and supply you with electricity instead of gas.

4 Energy price, tariff features and charges

4.1 Energy price features and charges

4.1.1 Centre are available 24/7.

4.1.2 Any account here will not be affected by the change in energy prices, and will remain on the same tariff.

4.2 Money to be paid for any other charges which apply under this contract or any other conditions. In addition to any extra conditions we have agreed with you from time to time which we include on your Bill. If we are supplying you with electricity only under this contract you also agree to pay for any other charges which are connected with Green Deal Premises (such as Green Deal Charges) which we are obliged to collect from you.

4.1.3 If you have a prepayment meter, making sure you only use the key or card we have issued to you to top it up.

4.2.1 Money to be paid for any other charges which apply under this contract or any other conditions. In addition to any extra conditions we have agreed with you from time to time which we include on your Bill. If we are supplying you with electricity only under this contract you also agree to pay for any other charges which are connected with Green Deal Premises (such as Green Deal Charges) which we are obliged to collect from you.

4.2.2 If you have a prepayment meter, making sure you only use the key or card we have issued to you to top it up.
(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, it is your responsibility to provide us with an accurate email address, and to let us know if this needs to be changed. By entering this contract you acknowledge and agree that failing to take one of the actions above at least once per year will obstruct us in trying to correctly charge you for the energy you use, and you agree that doing so would be manifestly unreasonable. For the purpose of this section a “Micro Business” means a company which either:

- Consumes less than or equal to 293,000 kWh of gas per year;
- Consumes less than or equal to 100,000 kWh of electricity per year;
- Has fewer than ten employees (or their full-time equivalent) and an annual turnover or annual balance sheet total not exceeding £2,000,000.

6 Security Deposit

6.1 In some circumstances, we may ask you to pay a Security Deposit. If we ask you to pay this, we will explain the procedure when we contact you. We may ask you to pay a Security Deposit either at the start of this contract or at any time during the contract.

6.2 Unless it is reasonable for us to keep a Security Deposit for a longer period, we will give you the Security Deposit back after a year, along with interest worked out at the annual rate of the base lending rate of the Bank of England.

6.3 When we repay a Security Deposit, we will take from it any money that you owe us for the Supply.

7 Your rights to end this contract and our rights to stop your supply

7.1 You can end this contract in any of the following ways:

7.1.1 If you stop owning or leasing the Premises, you can give us notice to end your supply contract from the date you stop owning or being responsible for the Premises. However, you may be asked to provide documentation that confirms you are no longer responsible if there is more than three months left on your contract, or an outstanding balance. You will not be responsible respectively. You must therefore ensure that you allow enough time after the date you cease responsibility for the premises. You can contact the business moves team by telephone on 0333 200 1115 or online at www.edfenergy.com/contactus.

7.1.2 Unless clause 7.3 applies, if you give us notice to end this supply contract by one of the following methods:

- You can give notice by telephoning us on 0333 200 5003 or you can give it in writing, online or post.
- Write to Freepost EDF CLAYTON CLERE, IRRESPONDENCE Online at: www.edfenergy.com/noticetoleave (provided that such notice is to take effect after the expiry of your Fixed Term Period and further provided that you have no outstanding debt on your account).

7.2 You do not need to notify us if you wish to end this contract after the Fixed Term Period and you can switch to another supplier unless licence conditions SLC142 and 14.3 apply. We will continue to Supply you on the terms of this contract, but you will pay our Extended Supply Prices until the switch to your new supplier is made or you enter a new contract with us.

7.3 When you have switched to another supplier we will prepare a final Bill for you, setting out all outstanding charges that you owe us. We may need to get a final meter reading for this (if this is the case, clause 2.3 will apply).

7.4 Unless clauses 7.3 or 7.3.1 applies, if you give notice to end this contract prior to the Fixed Term Period clause 7.1 above, EDF will continue to Supply you subject to the provisions of clause 7.2 below.

7.2 Subject to clause 7.3, or where clauses 7.1 or 7.2 apply, your existing contract with EDF for the Supply of energy will be cancelled and will be replaced. Your energy will continue to be supplied to your Premises by EDF on your existing terms, except that:

- The charges that you pay for your energy supply will be amended and will be charged instead be charged our Extended Supply Prices for the energy consumed at your Premises until such time as your relevant energy Supply is taken over by another supplier, or you enter into a new contract with EDF or any other energy provider acting as your supplier; and
- Where you are being supplied under our Extended Supply Prices, EDF will not raise an objection in accordance with clause 10.2. Our latest Extended Supply Prices for each type of energy that are applicable at any particular time will be published on our website.

7.3 If you do not give us proper notice under clauses 7.1 or 7.2, this contract will remain in force in line with clause 7.19 and you will continue to be legally responsible for all charges under this contract until it properly comes to an end.

7.4 Conditions described under this clause 7.4 are applicable during the Fixed Term of this contract:

7.4.1 If you try to change your supplier prior to the end of the Fixed Term Period, or we terminate the Agreement in accordance with our rights, we may, in addition to our other rights, charge you an Early Termination Fee.

7.4.2 The Early Termination Fee shall be the sum of the following components, as calculated by us:

- The Energy Component; and
- The Fixed Cost Component

For the purposes of Clause 7.4.2:

- “The Energy Component” is an amount (in £) determined by us as follows:
  - Original Market Rate (OMR) shall be a rate per unit of energy (in £/kWh) determined by us, based on the market prices when we bought the energy for your Agreement.
  - Market Rate Termination (TMR) shall be a rate per unit of energy (in £/kWh) determined by us, based on the market prices when the Termination Fee is calculated.

- “Unsupplied Volume (UVS)” means an amount of energy (in kWh) which we forecast you would have consumed from the date the termination of this Agreement was to take effect until the date your Fixed Term Period was due to expire had the Agreement not been terminated, such amount to be determined by us based on information that have about your Premises and how much energy you use at the Premises.

- “Provided that where the sum of the above calculation is negative, or zero, there shall be no Energy Component.

7.4.4 The “Fixed Cost Component” is an amount (in £) determined by us as follows:

- Unsupplied Volume (UVS) shall be as defined in 7.3.4 above.
- Fixed Daily Charge (FDC) means the daily charge we apply for arranging or setting out in your contract confirmation letter.

- A Security Deposit (see clause 5 for more details).
- You threaten to stop paying your debts;
- You do not carry out any of your other responsibilities under this contract;
- You break our arrangements with you under this contract (for example, if we reasonably believe that you have stolen energy or deliberately interfered with a meter or with any part of the associated metering equipment);
- The Energy Regulator directs another supplier, instead of us, to Supply your Premises;
- Your Supply must be cut off under any of the energy supply industry arrangements which we have to comply with;
- There is a risk of danger to the public if the Supply is continued.

7.7 This contract ends immediately if we are no longer licensed or otherwise authorised to Supply your Premises.

7.8 If we have the right to stop supplying your Premises with energy under these conditions, we may ask someone else to take action on our behalf.

7.9 If we end your supply contract, this will not affect any rights and responsibilities under any other the date you had before the date the contract ended or which are stated in your contract to start from, or to continue to apply after that date.

8 Our legal responsibility

8.1 We are only legally responsible to you as set out in these conditions. We have no other duty or legal responsibility to you. All other legal responsibilities, guarantees and any other conditions implied by law, or otherwise, will not apply to you or this agreement.

8.2 If we cannot make sure that you are supplied with energy at your Premises for some reason that is beyond our reasonable control (for example, because of something that we, a licensed or otherwise authorised to Supply your Premises, or your transporter has done), you will not be able to claim that we have broken our arrangements with you under this contract.

8.3 We are not legally responsible to you in any way for direct or indirect loss of income, business or profits, or for any other loss or damage (other than something arising from any fraud or fraudulent misrepresentation by us) that we could not reasonably foresee at the time you entered into this contract. We will also not be legally responsible to you for any loss which you have as a result of your legal responsibility to any other person.

8.4 Our liability to you is not otherwise excluded by anything in this clause 8. Our total legal responsibility to you under this contract is limited to £100,000 for each incident, or a total of £300,000 in relation to all claims against us in relation to this contract. Our legal responsibility to you is limited where we have committed fraud or have caused death or personal injury.

8.5 This clause 8 as a whole applies even after this contract has ended, and overrides any other agreements in this contract. But nothing in this contract overrides any other agreements that we have under the Gas Act 1986, the Electricity Act 1989, our supply licence, or regulations that apply to our industry.

8.6 We are not obliged to provide you with more gas than your transporter has registered as being used at your Premises. Please inform us if additional gas is required, although we may not be able to Supply you on our contracted prices or otherwise.
8.7 Each of the sub clauses B1 to B6 can be enforced separately. If for any reason, one or more of these terms are found not to be valid or to be unreasonable, we may still enforce the rest of the clauses.

8 National terms of connection – Electricity Customers

We are acting on behalf of your Local Network Operator to make an agreement with you. The agreement is that you and your Local Network Operator both agree to the National Terms of Connection (NTC) and agree to keep to the conditions of the NTC. 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 your rights and responsibilities over and above the conditions of your connection to the network. For example, it sets out that your Local Network Operator will provide a meter at your premises and may determine the times at which your energy supply will be interrupted. If you want the NTC form to be provided to you, you should contact your Local Network Operator.

10.2.6 Clause 10.1 shall apply in any of the following circumstances:

10.2.5 If we or your Local Network Operator ask you to stop using gas at your premises because of safety concerns relating to the transportation of gas through the pipeline system, you must immediately take all possible steps avoid using gas from that moment, until we or your Local Network Operator have advised you that it is safe to resume use.

10.2.4 We may also have to suspend or stop supplying your services, including your gas supply, if we or your Local Network Operator decide it is necessary to do so for safety reasons. For example, if the pipeline system, you must immediately take all possible steps avoid using gas from that moment, until we or your Local Network Operator have advised you that it is safe to resume use.

10.2.7 We may sometimes monitor and record calls that you or we make. This is to improve the quality of the service we give you and to train our employees. For more information on how to make a complaint about any of our services, please see the end of these conditions.

11 Other conditions which apply

10.1 In addition to our other rights, if we receive notice that another supplier has applied to Supply any of the Premises, and if any of the circumstances in clause 10.2 apply you agree that we can object to the relevant Local Metering Point Administration Service to prevent the new supplier taking over the Supply to your Premises.

10.2.3 Clause 10.1 shall apply in any of the following circumstances:

10.2.2 You have an outstanding debt with us (including an Early Termination Fee), or a debt with any of our group companies, that relates to supplying energy (or providing services in connection with your energy supply) to your Premises.

10.2.1 You have an outstanding debt with us (including an Early Termination Fee), or a debt with any of our group companies, that relates to supplying energy (or providing services in connection with your energy supply) to your Premises.

10.2.4 We may assign or transfer all or any of our rights or obligations under this contract to another supplier when your Local Network Operator decides to stop supplying your premises.

10.2.5 If we or your Local Network Operator ask you to stop using gas at your premises because of safety concerns relating to the transportation of gas through the pipeline system, you must immediately take all possible steps avoid using gas from that moment, until we or your Local Network Operator have advised you that it is safe to resume use.

10.2.6 Clause 10.1 shall apply in any of the following circumstances:

10.2.7 We may sometimes monitor and record calls that you or we make. This is to improve the quality of the service we give you and to train our employees. For more information on how to make a complaint about any of our services, please see the end of these conditions.

11 Other conditions which apply

11.1 We may assign or transfer all or any of our rights (including the right to demand that you pay charges or that you have done or have failed to do something), they shall have no effect on your information with a joint energy account holder, or with the bank account holder of any Direct Debit instruction we are given in relation to your joint energy account holder, or with your TRI in certain circumstances. We may also share information between any of your accounts with us or any of our group companies.

12 Before we can transfer your energy supply to us we may also need to contact your current supplier to find out the details of any outstanding debt you may owe them. If we need to change appointed agents (such as meter readers), we may need to give you the new agents details about you and the Supply to your Premises. If you take part in one of our loyalty schemes, we may also give your information to the loyalty scheme provider so that they can follow the loyalty programme in line with the agreed rules of that programme. If you give us information to carry out a credit check, we will use your information to do the following:

12.2 To help make decisions on motor, household, credit, life and other insurance you have asked us to provide or that you have claimed under;

12.1 To help make decisions on motor, household, credit, life and other insurance you have asked us to provide or that you have claimed under;

11.1 We may assign or transfer all or any of our rights (including the right to demand that you pay charges or that you have done or have failed to do something), they shall have no effect on your information with a joint energy account holder, or with the bank account holder of any Direct Debit instruction we are given in relation to your joint energy account holder, or with your TRI in certain circumstances. We may also share information between any of your accounts with us or any of our group companies.

12 By entering into your energy contract, you agree to your information being used and shared in line with this policy. When you enter into your energy contract, edfenergy calls to UK wide numbers are included in any inclusive plan that you may have. If you don’t have an inclusive call plan, calls are charged at a national rate.

12.5 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 and look at the Privacy section.

12.6 If you would like to opt-out of receiving marketing communications from us, you can do so by sending an email to privacy@edfenergy.com or by calling us on 0333 200 3003.

11.2 You agree that we may use your information with other organisations in connection with the purposes set out in clause 12.1 and 13.1 above and for the purposes of developing our processes and improving the products and services we can offer our customers. This may include transferring your information with a joint energy account holder, or with the bank account holder of any Direct Debit instruction we are given in relation to your joint energy account holder, or with your TRI in certain circumstances. We may also share information between any of your accounts with us or any of our group companies.

12.1 You agree to give us, free of charge, any information that we reasonably ask for so that we can do any of the following things:

12.2 You agree that we may share your information with other organisations in connection with the purposes set out in clause 12.1 and 13.1 above and for the purposes of developing our processes and improving the products and services we can offer our customers. This may include transferring your information with a joint energy account holder, or with the bank account holder of any Direct Debit instruction we are given in relation to your joint energy account holder, or with your TRI in certain circumstances. We may also share information between any of your accounts with us or any of our group companies.

11.1 We may assign or transfer all or any of our rights (including the right to demand that you pay charges or that you have done or have failed to do something), they shall have no effect on your information with a joint energy account holder, or with the bank account holder of any Direct Debit instruction we are given in relation to your joint energy account holder, or with your TRI in certain circumstances. We may also share information between any of your accounts with us or any of our group companies.

12.3 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 and look at the Privacy section.

12.4 If you would like to opt-out of receiving marketing communications from us, you can do so by sending an email to privacy@edfenergy.com or by calling us on 0333 200 3003.

11.1 We may assign or transfer all or any of our rights (including the right to demand that you pay charges or that you have done or have failed to do something), they shall have no effect on your information with a joint energy account holder, or with the bank account holder of any Direct Debit instruction we are given in relation to your joint energy account holder, or with your TRI in certain circumstances. We may also share information between any of your accounts with us or any of our group companies.

12.2 You agree that we may use your information with other organisations in connection with the purposes set out in clause 12.1 and 13.1 above and for the purposes of developing our processes and improving the products and services we can offer our customers. This may include transferring your information with a joint energy account holder, or with the bank account holder of any Direct Debit instruction we are given in relation to your joint energy account holder, or with your TRI in certain circumstances. We may also share information between any of your accounts with us or any of our group companies.
your energy account with EDF) with other people or organisations for the purposes of administering your Green Deal Plan and discharging any obligations imposed on us by the Secretary of State, Ofgem or any other legal or regulatory authority.

12.7 We will process your personal data in connection with Green Deal. This may include collecting details of your Green Deal Charges and payments collected from your Bills, using your personal data for the purpose of collecting your Green Deal Charges and sharing your data with third parties in order to meet the requirements under your Green Deal Plan. We may be required to disclose your personal data to the participants in the Green Deal Plan and other third parties including the Secretary of State, regulators and other law enforcement bodies. Where data transfers take place we will ensure that all third party processors apply adequate safeguards. A full list of the parties who may process personal data in relation to your Green Deal Plan is available from the GDAA Panel Secretary appointed by the Secretary of State. This list is available to view online at www.greendealorb.co.uk

13 Feed in Tariffs

13.1 EDF is a Mandatory Licensed Supplier of the Government’s Feed-in-Tariffs scheme (FITs). This means we must register and make FITs payments to:

• Our own electricity customers
• An electricity supply customer of a Licensed Electricity supplier who is not a mandatory FIT licensee
• A generator with an eligible installation on a site not connected to the grid for import. For more information, if you think you might qualify for FITs payments because your business has renewable generation technology, please call our FITs team on 0333 009 7009.

14 Making a complaint

Details of our complaint handling procedure can be obtained at edfenergy.com/sme-complaints or call us on 0333 200 5103 (8am to 6pm Monday to Friday) to request a free copy by post. If you are a Micro Business, at any time you like. Just give us 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.

Well 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, well 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 property and how you use your energy to make sure you're paying the right amount.

If you change your tariff, well check that your regular payment amount is set correctly.

If you don't send us a meter reading, well 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 also get us to check your account by calling us on 0333 200 5103.

To pay using our Budget Direct Debit plan we first need to

• agree a fixed amount to cover your energy costs.
• 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 to us but these one-off payments will be taken into account at each review.

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 debt or credit is balanced out

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

Direct Debit whole amount every month or every three months – how it works

• If you don't have a smart meter or your smart meter hasn't provided EDF a read. If you don't have a smart meter or your smart meter hasn't provided EDF a read. Every month 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 well collect from your account for that month or three months. So you can be sure you're paying for your actual use.

Well 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, well 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 property and how you use your energy to make sure you're paying the right amount.

If you change your tariff, well check that your regular payment amount is set correctly.

If you don't send us a meter reading, well 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 also get us to check your account by calling us on 0333 200 5103.

16 Pay as you go rules (applicable to customers with a Smart Meter)

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 www.edfenergy.com/sme/payasyougo 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 https://www.edfenergy.com/sme/payasyougo

Product Specific Conditions: As detailed in Condition 2.3

Prepayment Meter: means a meter that has to be topped up in advance for the supply to be made (whether or not the prepayment meter is being used to recover an overdue debt) and includes a smart meter running in prepayment mode.

Property: The property which is to receive the supply of Energy and as detailed in Your Energy Plan.

Smart Meter: Means a meter (together with any ancillary equipment) that measures how much electricity or gas you are using, combines it with the tariff rates you have signed up to, and displays your usage and cost on an in-home display unit. A Smart meter allows us to take meter readings automatically without you having to submit them or us having to visit your Property to read your meter(s). A Smart Meter can be operated as a Credit or Prepayment Meter and can be switched from one to the other remotely.

Smart Mode: Refers to a Smart Meter which is smart enabled and is providing automated meter readings directly into our systems.

We/Us/Our: EDF is a trading name used by EDF Energy Customers Ltd, Reg. No. 02282979 whose Registered Office is at 90 Whitfield Street, London, W1T 4EZ, incorporated in England and Wales.

Supply Licence: Our licence to supply gas and/or electricity (as the case may be)

Variation Notice: A Mutual Variation Notice and/or a One Sided Variation Notice, both as detailed in Condition 3

Website: edfenergy.com

you/your: The person or people detailed in Your Energy Plan

Your Energy Plan: The plan or plans detailing the Energy that you have purchased and including any Product Specific Conditions; the tariff and the term and other key information, which may vary from time to time as permitted by these General Conditions or the Product Specific Conditions. Any reference to a day is a calendar day unless otherwise stated. Any reference to “including”, in particular or “for example” or any similar phrase which follows a general rule will be an example of the general rule to which it relates and will not limit that general rule.

Edfenergy.com

Calls to UK wide numbers are included in any inclusive call plan you may have. If you do not have an inclusive call plan, calls are charged at a national rate. Please check with your service provider if you're unsure.

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