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 to the contract of supply to each account under which you receive energy from us. 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 you 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 credit, price and Payment Method you have chosen under your supply contract are not suitable for your 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 serve 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 issues to your satisfaction, under the credit check, we will inform you about your credit rating. We may change the credit agencies we use from time to time.

We may be willing to accept the supply contract even if the information you have provided is not complete, correct or clear. If we do so, 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 to you), 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 do so 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 6.4.

“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 covered by an exemption granted to it in relation to that system.

“Extended Supply Prices” means the price that you will pay for your Supply after the end of your Fixed Term Period, or if before then if this contract has been ended for any reason and you continue to receive a Supply from us. The prices for both electricity and gas are available at www.edfenergy.com/extendedsupplybusinessprices Please note that these Extended Supply Prices may be higher than your existing prices.

“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 2011.

“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 a Service Undertaking or an electricity or gas Distribution Network Operator (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 these Premises.

“Micro Business” means a company which meets one of the following definitions. That is the subject of electricity a year, or consumes less than 293,000 kWh of gas a year, or has fewer than ten employees (or their full-time equivalent) and an annual turnover or annual balance sheet total of not more than €2million.

“Ombudsman Services: Energy” is the United Kingdom’s gas and electricity alternative dispute provider approved by Ofgem to provide redress 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 type which may be either by 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 you wish to be supplied under this contract and at which the Supply is used wholly or mainly for business purposes.

“Prepayment 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 configurations.

“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 we may ask you for at any point which we will return in full, with interest, provided that we have no reason to deduct any amount from the initial sum given.

“Smart Meter” means the meter and equipment we can use to measure how much electricity or gas (if both) you are using, without having to visit your Premises. A Smart Meter means you can also see how much electricity or gas you are using.

“Statement of Renewal Terms” means a statement sent to you approximately 10 weeks before the Price Review Date, and containing all the key terms that will apply after the Price Review Date, including your New Prices.

“Supplier Transfer” means, in relation to any Premises at which another electricity and/or gas supplier is supplying energy, the same as the energy that is the subject of your contract with us, on the day after the date on which this Contract is agreed, the transfer of responsibility for that Supply from that supplier to us.

“Supply” means the Supply of electricity or gas (or both) being supplied under this contract.

“Supply Start Date” means the date we aim to start your Supply to the Premises under this contract.

“Third Party Intermediary (TPI)” means a third party organisation or individual that, either on its own or through arrangements with other organisations or individuals, provides information and/or advice to you about our charges and/or other terms and conditions and whose payment or other consideration for doing so is made or processed by us.
**“TIPI Costs”** means any fees, commission or other consideration including a benefit of any kind, processed by us and paid, due to be paid or made, to the TIPI in respect of this contract, that and is directly attributable to this contract.

**“Unit” or “KWh”** (and either may be referred to throughout this document) refers to the standard used to measure energy consumption.

**“Unmetered Premises”** means Premises connected to the Local Network Operator’s network and receiving energy, but not through a meter to record the energy consumption.

**“Working Day”** means a Monday to Friday excluding public holidays in England.

1 Our responsibilities to each other

1.1 We will tell you the Supply Start Date. Your and our right and responsibilities under these conditions come into effect once this contract is agreed. We cannot guarantee that the Supply Start Date will be on the date we request it to start.

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.

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 backdated to the Relevant Date.

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, which shall be.

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

1.8 Your Previous Supplier has prevented us from completing the Supplier Transfer because it has raised an obstruction (a) connection between the Premises and the Exempt Distribution System, or the Exempt Distribution System and another relevant distribution system, has not yet been made; or (b) a metering arrangement which is required in order for us to access the Exempt Distribution System is not in place; or

1.9 We are prevented from completing the Supplier Transfer due to any other circumstance which is outside our control and which we have taken all reasonably practicable steps to resolve.

1.10 Subject to clause 12, where a condition in clause 14 applies, we will complete 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 at any relevant condition cease to apply).

1.11 We will Supply energy from the Supply Start Date at the Premises you have told us you want us to Supply. This is on the condition that you do not already have a contract with an existing supplier. (a) connection between the Premises and the Exempt Distribution System, or the Exempt Distribution System and another relevant distribution system, has not yet been made; or (b) a metering arrangement is required in order for us to access the Exempt Distribution System is not in place; or

1.12 We are prevented from completing the Supplier Transfer due to any other circumstance which is outside our control and which we have taken all reasonably practicable steps to resolve.

1.13 You agree that:

1.14 You are the owner or the occupier of the Premises or will be the owner or occupier of the Premises on the date that you want this Supplier contract to start and that the Premises are currently connected to your Local Network Operator’s network.

1.15 You are responsible for all pipes, equipment, wires and cables, and all the other fittings that belong to you and keep them in good working order and in a safe condition.

1.16 Your Local Network Operator will deliver your Supply.

1.17 You agree to pay any of our charges due under this contract.

1.18 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) or 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.

1.19 Notwithstanding Clause 72, in the event that the Supply of gas to your Premises is temporarily interrupted we will pass on to you any payments we receive from your transporter as a result of such Temporary Supply interruption.

1.20 For customers with Smart Meters: You understand by switching to EDF 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 consumption. Usage that you contact us once your switch is complete and confirm if we’re able to support your smart functionality or not.

2 Access to Precesses and meters

2.1 You confirm that you are legally able to, and have permission from, the Previous Supplier (or other), to give us access to your Premises and you will give us full access to your meter (or meters) whenever we require access, (including agreeing to us gaining remote access to your metering equipment) in accordance with these terms.

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. Within 5 Working Days following the date on which your 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 (and our agents or contractors) to have safe, full and free access to your metering equipment, wires and cables, and all other equipment that is in connection with the Supply to your Premises in the following circumstances:

2.3.1 At any time if there is a possibility that somebody’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 required by a court or Act of Parliament or any similar law relating to the delivery of Supply of energy.

2.3.2 At all reasonable times if we or your Local Network Operator need to test, or read any energy meter or associated metering equipment. If there are any obstructions that prevent us (or any of our agents or contractors) from gaining access to your Premises and lines, pipes, wires and cables and all other equipment connected in supply with your energy, you are responsible for removing the obstruction, and you are responsible for the cost of doing this.

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

2.4 You confirm that your Premises have, and you are authorised to use, metering equipment that can provide the information we need to provide and measure energy in line with your chosen product. You confirm that your metering equipment complies with relevant industry standards and manufacturers’ instructions and, if you are not sure whether the metering equipment installed in your Premises is safe, accurate or reliable, you should contact us. If your Premises are not equipped with metering equipment which works with our systems, we may replace your product with one that we think is appropriate for your meter. This may mean we will charge you for replacing your meter and cables, and we may replace your product with one in line with the revised Terms.

2.5 We may 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 Prepayment Meter) safe from damage. We may ask you to pay any costs we incur as a result of you not looking after your Prepayment Meter.

2.6 You must only use the most recent Prepayment Meter key or card (unless we tell you otherwise) 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 Supply.

2.7 If your supply contract ends, we may remove from your Premises any meters we own or lease. We may also ask our operators, employees or contractors to remove your Premises to remove a meter for us. 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.

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 price for the Fixed Term Period and your Payment Method.

3.2 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 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 other purposes in our reasonable discretion; and (c) from time to time the information from your Smart Meter may not correctly reflect the energy you have used. In that case we reserve the right to apply the correct charges which will be applied to your Smart Meter or reflected in a separate Bill.

3.3 Signing up to these terms and conditions means that if you do not have a Smart Meter you agree to have one fitted, or, if you decide you do not want one installed, you may inform us that you are opting out.

3.4 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 a new obligation or cost is introduced, and that increase or new cost or obligation directly affects our costs of providing the Supply or complying with our obligations under this supply contract.

3.5 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 supplier away from us or agree a new contract with EDF, you will automatically be transferred onto our Extended Supply Prices at the end of your Fixed Term Period.

3.6 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 by making a revision. If we do make a revision, we will 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 before 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.

3.7 Where we are entitled to change the conditions of your contract, this includes the right for us to change the price of the product or the way you pay and how often you pay.

3.8 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 and those they would normally run up in carrying out their responsibilities as an electricity distributor or gas transporter, we may charge you any reasonable costs we have to pay as a result.

3.9 If you owe your previous supplier money for the energy they supplied to you at your Premises, or you owe money to us or any 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 relating to it (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 to you.

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 green levies may be introduced. Any taxes, duties or levies will also apply to the costs of processing, distributing, transporting, selling or supplying energy and we may pay these taxes and other charges direct or refund someone else who is responsible for making the payments (such as the Local Electricity Distributor).

3.10 You agree to pay for other charges which apply under this contract or any other extra conditions we have agreed with you from time to time which we include on your Bill. If we are supplying you with electricity under a contract and you also agree to pay for any charges which arise in connection 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 Extended Supply Prices which are published at www.edfenergy.com/extendedsupplybusinessprices if we do this then this contract will continue to apply, but your prices may change.

3.12 If you do not have a smart meter you agree to have one fitted. You can arrange to have a smart meter installed by calling us on 0333 200 1004. If you do not have a smart meter installed we may transfer you to a more expensive tariff.

3.13 If you have a smart meter or other remotely read meter such as HH Meters, allowing us to use it to take regular meter readings from you,

4. Billing and payments

4.1 We will supply you with a Bill (which will show you a breakdown of our charges) at least once a year, but we may send you a Bill or another statement setting out amounts you owe in line with your agreed Payment Method at any time.

4.11 The amount of energy you use is worked out in pence per kilowatt hour. For gas, we need to convert the amount of energy you use into British Thermal Units (BTUs) and then convert this to units of energy supplied during that time.

4.12 If you are a Micro Business the following provisions will apply:

4.13.1 If you stop owning or renting the Premises, you can give us notice to end your supply contract by one of the following methods:

4.13.2 EDF CUSTOMER CORRESPONDENCE

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.

6.1 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 this is a Micro Business. In these cases clause 14.2 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.

6.2 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).
6.4.5 We shall be entitled to recover any Early Termination Fee by including it in any invoice we issue to you.

6.4.6 You agree that the Early Termination Fee represents a genuine pre-estimate of the losses, costs and expenses that we incur as a result of the early termination of this Agreement.

6.5 When this contract ends, you must pay our final Bill within 14 days of the date on it. We may ask you to pay any reasonable third-party meter charges that we incur if you do not do so. In addition, you will be legally responsible for paying us any costs we incur in preventing the ongoing Supply to the Premises. We will treat these costs and payments as debts that you owe us.

6.6 We are entitled to either:

6.6.1 End this contract immediately and arrange for the Supply to your Premises to be disconnected, or

6.6.2 Place you onto our Extended Supply Prices, in which case this contract is a revised Early Termination Fee and affects you at:

a) You do not pay Your Bills in full and on time (or any Security Deposit that we have asked for);

b) Your Payment Method changes. In particular, if you

   i) close your Direct Debit account;

   ii) close your Direct Debit account, we are unable to

   iii) and we update this charge on this fee.

6.4.3 Your Payment Method changes. In particular, if you

6.4.4 You agree to the Early Termination Fee represents a
genuine pre-estimate of the losses, costs and expenses that we incur as a result of the early
termination of this Agreement.

6.5 When this contract ends, you must pay our final Bill within 14 days of the date on it. We may ask you to pay any reasonable third-party meter charges that we incur if you do not do so. In addition, you will be legally responsible for paying us any costs we incur in preventing the ongoing Supply to the Premises. We will treat these costs and payments as debts that you owe us.

6.6 We are entitled to either:

6.6.1 End this contract immediately and arrange for the Supply to your Premises to be disconnected, or

6.6.2 Place you onto our Extended Supply Prices, in which case this contract is a revised Early Termination Fee and affects you at:

a) You do not pay Your Bills in full and on time (or any Security Deposit that we have asked for);

b) Your Payment Method changes. In particular, if you

   i) close your Direct Debit account;

   ii) close your Direct Debit account, we are unable to

   iii) and we update this charge on this fee.
10 Other conditions which apply

10.1 We may assign or transfer all or any of our rights including the right to demand that you pay charges you owe us and our obligations under this contract without your permission. We can also subcontract (pass to a third party) any of our obligations under the supply contract without your permission.

10.2 Your rights and responsibilities under this contract are personal to you, and you are not entitled to transfer any part of the contract (including your rights and responsibilities) to another person without getting our written permission first.

10.3 We may stop, suspend or restrict the Supply of energy to your Premises if you are in breach of your obligations under the supply contract without your permission.

10.4 If we or your Local Network Operator ask you to stop supplying your Premises with energy if:

- You have entered into a new contract with us after the time for review has expired, and you have not paid your final bill for your previous contract.
- The terms of our contract will remain in force in line with clause 1.9 and clause 19 and will or are again apply to any new applications by new supplier.

11 Information policy

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

- Set up, monitor and manage your energy account;
- Work out and manage any Security Deposit we need from you;
- Enter into all agreements and registrations necessary to Supply you;
- Carry out credit checking to work out a suitable tariff type and method of payment for you;
- Supply you in line with your contract and the industry arrangements under which we work;
- Take action in line with our rights and responsibilities under your contract;
- Keep to relevant laws; and
- Transfer your account to another supplier when your energy account with us ends.

11.2 You agree that we may share your information with other organisations in connection with the purposes set out in clause 11 above and for the purposes of developing our processes and improving the products and services we can offer our customers. This may include us sharing your information with a joint energy account holder, or with the bank account holder of any Direct Debit arrangements we have in relation to your account with us. We may also share information between any of your accounts with us or any of our group companies.

11.3 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 the new agent’s 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 the provider can run that 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:

- To check your details with a fraud protection agency or agencies. If you give false or inaccurate information and we suspect fraud, we will record this;
- To help make decisions about credit and credit-related services, for you and your business;
- To help make decisions on motor, household, credit, life and other insurance you have asked us to provide or that you have claimed under;
- To track people who owe us money, get back money we’re owed, prevent fraud, and to manage your accounts or insurance policies;
- To check your identity to prevent money laundering, unless you give us other proof of your identity and we are happy with this proof. We may:
  - Check your business records, and that of your business partners, at credit reference agencies (‘CRAs’) and credit referencing agencies (‘FRAs’);
  - Make checks for credit and verify identities, and may also make periodic searches at CRAs and FRAs;
  - Record any outstanding balances that are not paid in full and on time with CRAs;
  - Send information to CRAs or pass your information to FRAs if we suspect you of fraud. This information recorded by FRAs may be accessed and used by other organisations in other countries; and/or
- Use your data for other purposes for which you give your express consent, for example where we are required to do so by the law or by your Supplier, or where we believe it is in your best interests, and that we believe you will be happy with this.

11.4 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, you can choose whether or not the information we collect about you in connection with your account can be used for marketing purposes. Please remember that other companies may also hold information about you from other places (for example, from an account with them). If you have concerns about how these other companies are using your information, please contact them directly. If you have any questions about the information we are holding about you and how we are using it, or if you believe that the information we have about you is not correct or needs to be updated, please call 0333 200 5103.

11.5 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 see our Privacy Notice and Policy at edfenergy.com/yourprivacy. Where you would like a hard copy of the privacy policy you can contact us on 0333 200 5100 and we will post a copy to you. For Green Deal Customers We are committed to respecting your rights to privacy and these clauses explain how we will use your data in order to process your personal data in connection with the Green Deal if you are supplied at a Green Deal Premises:

- You agree to promptly give us, free of charge, any information we reasonably require to collect Green Deal Charges from your Bills and you agree to allow us to share this information (which may include details of your bill, or other information relating to 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 Government, the Office of Gas and Electricity Markets, other regulatory bodies, or any other legal or regulatory authority.

- 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 Green Deal Authority 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 receive personal data in connection with your Green Deal Plan is available from the GDAA Panel Secretary appointed by the Secretary of State. This list is available to view on line at www.greendealorb.co.uk.

12 Feed in Tariffs

12.1 EDF is a Mandatory Licensed Supplier of the Government’s Feed-In Tariffs scheme (FITs). This means we must register with the Green Deal Service Provider to receive 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, or to request your Feed In Tariff, please call our FITs team on 0333 009 7009

13 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 copy by post. If you are dissatisfied with our service from December 2012 we will only be working with TPRs who are registered with the Energy Ombudsman’s Energy Brokers Alternative Dispute Resolution scheme.

14 Direct Debt rules

Direct Debt 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 Debt

To pay using our Budget Direct Debt plan we first need to agree a fixed amount to cover your energy costs. For more information, or if you think you could benefit, you can 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 debit 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.

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

15 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 https://www.edfenergy.com/sme_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 https://www.edfenergy.com/sme_paygpolicy.