SIMPLY FIXED

SIMPLY FIXED

Thanks for choosing Simply Fixed. As this tariff comes with online account management, we'll need you to give us your current email address and remain on paperless billing.

IMPORTANT INFORMATION (KEY TERMS)

We've tried to summarise what we believe to be the key terms, but they're all important and you may have a different view of what is most significant to you. That's why it's important you read our full terms and conditions and let us know if you have any questions. We'll send updated copies at least once every 12 months, but you can ask for a copy at any time by contacting us on **0800 096 9000** or going to **edfenergy.com/tariff-info**.

CHARGES

Your prices are set out in your Tariff Information Label. These won't change until the date your Simply Fixed tariff ends.

If you don't pay in line with your payment method your contract may end or change. This could result in a change to your payment method or charges (or both). You'll get at least seven working days' notice of this. If we make any other change which is to your disadvantage, we'll tell you and give you the chance to change supplier. We'll explain what you need to do and when, at the time. You are ultimately responsible for payments for any charges incurred in accordance with these terms.

If you don't pay in line with your payment method your contract may end or change. This could result in a change to your payment method or charges (or both). You'll get at least seven working days' notice of this. If we make any other change which is to your disadvantage, we'll tell you and give you the chance to change supplier. We'll explain what you need to do and when, at the time. You are ultimately responsible for payments for any charges incurred in accordance with these terms.

EXIT FEES

You can end this contract at any time by giving us notice, however if you end this contract more than three months before the tariff end date, you will be charged a £35 exit fee for each fuel. You won't be charged an exit fee if you change after this date or if the reason you're ending this contract is because you're moving home.

DIRECT DEBIT PAYMENT METHOD

If you pay by monthly Direct Debit, we'll only review your payment amount in line with our Direct Debit rules. They're available at **edfenergy.com/directdebitrules**, and form part of these terms.

We review your Direct Debit at least once every 12 months (your 'annual review'). We might review your amount sooner if we receive a meter reading or you ask us to, 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.

PAY AS YOU GO PAYMENT METHOD

Pay as you go is a quick and easy way to pay for your energy and the smart way to budget and keep track of your energy and is exclusive to customers with a smart meter. Pay on the app, online, in-store or over the phone. If you choose pay as you go as your payment method, this will operate in accordance with our 'Pay As You Go Explained' leaflet, which is available at edfenergy.com/paygpolicy or to request a copy contact us on 0800 015 8787. Pay as you go contains additional functionality including auto top up and low balance alert. For more information on how these functions work please visit edfenergy.com/paygpolicy.

DIRECT DEBIT RULES

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

BUDGET DIRECT DEBIT

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

REVIEWING YOUR DIRECT DEBIT PAYMENTS

HOW WE CALCULATE YOUR DIRECT DEBIT

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

HOW BUDGET DIRECT DEBIT REVIEWS WORK

We review your Direct Debit every 12 months. We might carry out more frequent reviews, for example if we receive a meter reading, but this isn't guaranteed. Unless we decide that it's necessary to do so, we won't alter the amount you pay by Direct Debit at the time you make any extra 'one-off' payments 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 month/three months you'll get a reminder from us asking you to read your meter or pay your regular payment amount.
- If you give a valid meter reading by the date we ask you to, we'll use this to send you a bill for the amount we'll collect from your account for that month or three months. So you can be sure you're paying for your actual use.
- We'll also check your regular payment amount to make sure it's set correctly and that you're paying for what you use.
- If you don't give us a reading, we'll ask you to pay a 'regular payment amount' which we work out by calculating how much energy we expect you to use in a year and dividing this into 12 equal payments. We look at any meter readings you've sent us or we've taken for you – if a meter reader visits your property for example. If you have less than two meter readings for your account, we will look at the size of your home and how you use your energy to make sure you're paying the right amount.
- If you change your tariff, we'll check that your regular payment amount is set correctly.
- If you don't send us a meter reading, we'll collect the amount shown on the regular payment amount.
- You will receive a statement each year (known as your annual summary), showing how much energy you've used over the year – and how much you've paid.
- You can give us meter readings online or through our 'no queue' telephone service any time you like. Just call **0800 015 1736**. You'll also be able to pay the revised amount of the bill straightaway.

TERMS AND CONDITIONS

DEFINITIONS

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

If you don't pay as agreed, your charges may change
Please see clauses 4.3 and 4.4 for details.

'distributor' – the companies licensed to deliver energy to your premises.

'end date' – the date your Simply Fixed tariff ends, which is shown in your Tariff Information Label.

'energy' – residential gas or electricity (or both) and all related services.

'exceptions' – the conditions set out in Standard Licence Condition 14A.2 of our gas and electricity supply licence. For example, these include:

- if your previous supplier objects to transferring the supply;
- we don't have the information needed despite taking reasonable steps to get it; or
- the supply transfer is prevented by any other circumstance outside of our control where we've taken reasonable steps to deal with the problem.

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

'metering equipment' – the energy meter and other related devices, like key cards or in-home display devices.

'premises' – any part of any land, building or structure you've asked us to supply energy to.

'payment method' – payment by either direct debit, cash or cheque, pay as you go or any other method we determine.

'registered supplier' – the supplier registered with the local metering point administration service or metering point registration service who is responsible for supplying energy to your premises.

'supply start date' – for each fuel, the date from when we become the registered supplier for your premises.

'supply transfer' – transferring responsibility for supplying energy to your premises from another supplier to us, so we can become the registered supplier.

'we', 'us', 'our' – EDF Energy Customers Ltd, registered office: 90 Whitfield Street, London, W1T 4EZ, incorporated in England and Wales (Trading as EDF Energy).

'your Simply Fixed tariff' – the Simply Fixed tariff.

1. Introduction

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

1.2 You are responsible for making sure your premises are connected to all relevant distributors' networks. If they're not currently connected, please contact us on 0800 068 8257 and we'll explain what you need to do.

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

1.4 This contract continues until it is ended in line with clause 7. After this time, if you want to receive a further supply, you will need to enter into a new contract with us. Any supply made during any period where there is no contract between us will be governed by our 'deemed terms of supply' published under the Gas Act 1986 and Electricity Act 1989.

1.5 If you're a new customer we do not currently supply, we'll need to ask for a supply transfer. This will be completed within 21 days after we have given your previous supplier notice, unless:

(a) you tell us to do otherwise; or

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

2. Access

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

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

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

2.4 If you have a 'smart meter' that we can read without coming to your premises, you agree that:

(a) it and the in-home display unit must not be removed from the premises without our permission;

(b) we may use it to remotely monitor the energy you use;

(c) we may remotely repair and update it, switch it from credit to prepayment or disconnect your supply (or both);

(d) we may use information from it to work out your bill, offer you 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.

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

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

3. Energy price, tariff features and charges

3.1 You can end this contract at any time by giving us notice, however if you end this contract three or more months before the tariff end date, you will be charged a £35 exit fee for each fuel. You won't be charged an exit fee if you change after this date or if the reason you're ending this contract is because you're moving home.

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

3.3 We can charge you any reasonable costs and expenses we have to pay in carrying out our responsibilities to you. This includes any reasonable costs connected with distributors' services, recovering money you owe, and disconnecting, reconnecting or replacing any metering equipment.

3.4 You can ask for up-to-date information on our tariffs and charges which apply, and any other charges we might make for other services. Please phone 0800 096 9000 or visit edfenergy.com/additionalcharges.

Energy prices

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

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

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

3.8 The Simply Fixed tariff is only available if you have a standard credit meter, Economy 7 credit meter, a non standard meter or a complex credit meter for the energy you want us to supply under this contract. If you have a different type of meter, we may need to supply you on a different tariff, which is likely to have different prices and features. If we find this is the case, you agree that we may supply you on whichever of our other tariffs we believe is most suitable for you. We will write to you to let you know if this happens.

4. Changes to terms

4.1 If you choose to switch to another tariff, we can extend your current Simply Fixed tariff prices until

your transfer to your new tariff takes place (a 'tariff extension'). We won't apply a tariff extension if you have outstanding charges of 28 days or more on your energy account. If you try to change supplier but have outstanding charges on your energy account, we may contact your new supplier to tell them that we plan to prevent the transfer until you pay off what you owe. If you pay those outstanding charges within 30 working days of our notice objecting to your transfer, you can transfer supplier and we won't apply the change during the transfer period.

Our right to change terms

4.2 We are allowed to change all terms of supply at any time, as long as the change is not to your disadvantage. Any changes will apply from the date we publish them on our website. **If you don't pay as you agreed, your charges may change.**

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

4.4 If you or we end this contract and we continue to be your registered supplier, you may move to our 'deemed contract scheme', which has different prices and terms and conditions. These are available at edfenergy.com/dt. If this happens, or if we change your contract under clause 4.3, you will no longer benefit from features such as our Price Promise, any fixed-price period, or any guarantee that your energy comes from any particular type of generation.

Your right to change terms

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

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

(b) Type of meter – as long as you have paid all charges due for your energy and your tariff supports your chosen new meter, you may change your current tariff from standard metering to multi-rate (for example, Economy 7) metering, and vice versa

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

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

Ending a tariff

4.7 Between 42 and 49 days before the end date we'll write to remind you that your Simply Fixed tariff is ending. You can then:

(a) switch to one of our other tariffs, as long as your new tariff is already available or becomes available within 20 working days of the end date (if you do so we'll let you stay on your Simply Fixed tariff prices until you move onto your new tariff);

(b) switch to another supplier (as long as they formally let us know within 20 working days of the end date that they will become your registered supplier within a reasonable period, we'll let you stay on your Simply Fixed tariff prices until your switch goes through); or

(c) if you don't do (a) or (b), we'll arrange for your energy accounts to be automatically transferred on the end date to our Standard (Variable) tariff we offer based on your current type of meter and payment method. We'll include our current Standard (Variable) prices for that tariff when we write to you.

5. Billing

5.1 We will give you a bill or statement at least once a year, but we may send you a bill or statement at any time, or in line with your agreed payment method and communication preferences. We will charge you for your energy usage based on the amount of energy we reasonably consider that you have consumed (or which we estimate you have consumed in accordance with paragraph 5.2 below) for the period covered by your bill, up to a maximum period of twelve months except where the charges relate to circumstances where:

a) we have previously taken steps to recover payment for charges which are older than this,

b) we have not taken action to recover such older charges because of any act or omission on your part, or

c) any other circumstance applies which our regulator confirms that we may seek to recover charges relating to consumption that is are older than twelve months.

5.1A Because we are only permitted to bill you for energy in accordance with clause 5.1, it is very important that we receive accurate and up to date information about your energy use at least once per year, and so you must:

(a) allow any meter reader or other EDF Energy representative free and unimpeded access to read your electricity and/or gas meter, at least once per year (provided that we may choose not to schedule visits this frequently);

(b) if you have a smart meter, allowing us to use it to take regular meter readings from you;

(c) tell us if you have moved into a new premises and are taking a supply from us;

(d)making sure you have arranged to pay us;

(e) letting us know if you are not receiving bills at least once a year;

(f) telling us if you think there is a problem with your meter;

(g) if you have a prepayment meter, making sure you only use the key or card we have issued to you to top it up;

(h) if you are not able to take any of the steps set out above, contacting us to agree alternative arrangements and then complying with those.

Where you have opted for electronic communications from us, or this is a requirement of the product you have selected, it is your responsibility to provide us with an accurate email address, and to let us know if this needs to be updated. By entering this contract you acknowledge and agree that failing to take one of the actions listed in this clause will obstruct us in trying to correctly charge you for the energy you use, and you agree that doing so would be manifestly unreasonable. Where we don't have an up to date meter reading we will bill you based on an estimated reading using the information that we have available about your property, however to help us to improve the accuracy of your bills please provide us with an up to date and accurate meter reading at least once per year.

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

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

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

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

6. Payment

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

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

6.3 We have the right to use or transfer any debts or credits you have on your energy account:

(a) with a previous supplier to us;

(b) with us to a new supplier; or

(c) for any accounts you have with us to pay off any debt you owe us or our group companies.

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

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

Direct Debits

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

6.7 Whenever we review your Direct Debit, we'll estimate the cost of the energy you will use (your 'estimated annual energy cost') up to the date of the next annual Direct Debit review date. This will be based on your past energy use, current prices, and any debt or credit on your account. If your Direct Debit needs to change by more than a 'specified (set) percentage' to cover your estimated yearly energy cost, we'll let you know and make the changes. To avoid changing your payments too often, we won't adjust your Direct Debit if it would result in a change of less than the specified (set) percentage.

6.8 If, on the date we review your Direct Debit your account is in credit, we'll refund the amount you are in credit once you've given us your own meter reading. If your account with us is in debt by more than our 'specified debt amount' we'll let you know and take the amount of the debt from your bank account. By choosing to pay by Direct Debit, you agree to these payment terms.
(You can find our current specified (set) percentage and specified debt amount, together with more information on paying by Direct Debit, on our website at edfenergy.com/directdebit).

6.9 Apart from where you or we change the way you pay our charges under clause 4.3 or 4.5, if you choose to pay by Direct Debit, you must continue to use that payment method to pay the charges. If you fail to do so, we will write to you, explaining what has happened and giving you a date when you need to re-start your Direct Debit. If you don't do so by this time, we can move you onto the cash/cheque prices for your current tariff. You can find the current cash/cheque prices for your current tariff by viewing the relevant tariff information label at edfenergy.com/til, or by calling us.

Debt

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

6.11 If you don't pay our bills in the way we've agreed, we can ask you to pay by another method and this may increase the price you pay for your energy (see clause 3.3). If this means we fit a prepayment meter, clause 2 will apply, and you may be responsible for the costs, which we'll tell you about at the time.

6.12 We have the right to charge you interest if you are late paying any debt you owe us. This will be at a yearly rate of 8% above the Bank of England bank lending rate at the relevant time.

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

7. Ending your contract

7.1 From the day after signing up with us, you have a 14 day cooling-off period during which you can cancel this contract at no cost. You can also end this contract with us at any other time by:

(a) asking another supplier to become your registered supplier (your new supplier should then formally contact us and this contract will end when they become your registered supplier); or

(b) giving us notice as set out in clause 6.2. If you do

this, you will still be responsible for paying our charges for the period we are your registered supplier. If we continue to be your registered supplier after you try to end this contract, unless you agree a different contract, you will move onto our deemed contract scheme.

7.2 If you use your right under clause 4.5(c) and want to stop taking one of the fuels we supply (for example, you go from dual fuel to electricity only), you may do so if:

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

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

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

7.4 If you use your right under clause 4.5(c) and we are not already the registered supplier for your new premises, our responsibilities to you under this contract will be suspended from the date you leave your old premises until the date we become the registered supplier of your new premises. The contract will stay in place while it is suspended, and you will still be responsible under it for bills relating to energy used at your old premises up until a new person takes over that responsibility.

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

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

(a) You do not keep to any of its terms.

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

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

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

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

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

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

(h) You have chosen to pay by Direct Debit but fail to use that payment method and have not changed your payment method under clause 4.5. We have this right even if you don't have a debt on your account.

(i) Ofgem issues a direction to another supplier telling them to take over the supply to your premises, including in circumstances where Ofgem has decided that there has been an event, or a situation has arisen, which means it is allowed to take away our supply licence; and has decided to do so.

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

7.8 Ending your contract will not affect any rights and responsibilities you or we had before the contract ended, or which are due to come into force under that contract or to continue after the date it ended.

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

8. Limits to our legal responsibilities

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

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

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

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

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

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

9. Other conditions that apply

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

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

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

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

9.5 If you need to give us notice under this contract, you must follow our instructions in any related communications on how to provide that notice. You may communicate any general notices to us in writing to the address shown on your contract, by email to CP@edfenergy.com or by phone on 0800 096 9000 (or 0800 015 1733 if you are a prepayment meter customer).

9.6 If when you first entered into a contract with us you confirmed your agreement to receiving bills, notices and communications from us online or by email (including choosing a version of a product that is clearly described as supported by online account management only), we will initially set up your account so that all bills, notices and other communications we have to send you under our supply licence are provided to you electronically through our MyAccount service, or if appropriate by email. These could include notices relating to: price changes, information about tariffs coming to an end, responses to complaints or questions, and other information about our legal responsibilities to you. It will also include bills, annual statements, and initial reminders about any outstanding debt on your account. We may still send you any of these things by post if we decide it is appropriate to do so. If at any time after your account is set up on this basis you no longer want to receive this communication electronically, and instead receive them by post, you can contact our Customer Services team on 0800 096 9000 to do so or change your account settings through our MyAccount service.

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

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

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

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

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

10. Advice and complaints

10.1 If you have concerns we'd like to help. To contact our complaints team (8am to 5pm, Monday to Friday) call 0800 051 1643 or 0113 820 7292 (from a mobile) or email complaintresolution@edfenergy.com or write to: FREEPOST: EDF ENERGY – COMPLAINTS RESOLUTION. If you're still unhappy, you can email our Customer Services Director Executive team at CSDirector@edfenergy.com or write to: FREEPOST: EDF ENERGY – CUSTOMER SERVICES DIRECTOR.

10.2 If you're still not satisfied, you can contact the Ombudsman Services: Energy on 0330 440 1624 (9am to 5pm, Monday to Friday,) or visit ombudsman-services.org/energy for a free and independent review. If the Ombudsman finds we have not acted correctly, they will make recommendations on how we can put this right. This might include:

(a) an apology or explanation;

(b) compensation; or

(c) any other relevant action.

Citizens Advice consumer services also provide impartial advice. You can find our full procedure for handling complaints and information on visiting us at edfenergy.com/makingacomplaint.

10.3 It's important to know your rights when it comes to energy. You can get free, independent advice from Citizens Advice if you need any help. For example, they can help answer questions about your bills or meter, and check if you can get discounts, grants or a cheaper tariff. Visit **citizensadvice.org.uk/energy** or contact the consumer helpline on **03454 04 05 06** to find out more.

11. National Terms of Connection

11.1 Your supplier is acting on behalf of your network operator to make an agreement with you. The agreement is that you and your network operator both accept the National Terms of Connection (NTC) and agree to keep to its conditions. This will happen from the time that you enter into this contract and it affects your legal rights. The NTC is a legal agreement. It sets out rights and duties in relation to the connection at which your network operator delivers electricity to, or accepts electricity from, your home or business. In the case of some non-domestic sites, as further described in the NTC, the NTC provide for the continuing application of site-specific connection terms agreed with a previous owner or occupier of the site. Your network operator will be able to tell you whether or not site-specific connection terms exist. If you want to know the identity of your network operator, or want a copy of the NTC or have any questions about it, please write to: Energy Networks Association, 1st Floor, 4 More London Riverside, London, SE1 2AU: phone 0207 706 5137, or see the website at www.connectionterms.co.uk

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

12. Supply characteristics - electricity

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

13. Information policy

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

If you'd like a hard copy of the privacy policy you can contact us on 0800 096 9000 and we'll post it to you.

We may monitor and record calls to improve our service. Calls to 0800 and 0808 numbers are free of charge from all consumer landlines and mobile phones.

EDF Energy is a trading name used by EDF Energy Customers Ltd, Reg. No. 02228297 whose Registered Office is at 90 Whitfield Street, London, W1T 4EZ, incorporated in England and Wales.

Correct at time of print: April 2018

GOOD TO KNOW

EDF ENERGY

YOUR PRICES

- The prices shown on your TIL are only available for gas and electricity supplied to continuously lived-in homes which are used wholly or mainly for domestic purposes. They're also based on you having the meter type shown on your TIL. If you have a different meter type then different prices may apply, or you may not be eligible for this tariff. We'll be in touch if we find this is the case.
- Standing charges are due per day and per meter whether or not you use any electricity or gas at your premises as supplied by EDF Energy.
- Some prices have been rounded and in some instances more decimals may be shown on your bill. VAT is charged at 5%. This is the current rate for residential energy supplies.
- For customers on variable tariffs such as Standard (Variable), if there is an increase in prices or a change to your tariff terms and conditions, we'll write to you in advance to let you know. Any changes will be shown on your bill for the period in which the change has effect. Old prices or terms and conditions will apply up to the date of the change, and new ones from the date the change is effective.
- If you're a current EDF Energy customer, you'll continue to be supplied on your existing tariff until we have processed your transfer.

YOUR PERSONAL PROJECTION

Your personal projection is a projection of your next year's cost and was provided when you signed up with us. It is based on the information you gave us at the time.

Your quote would have been sent to you by email or letter when you signed up. You can find your personal projection in your quote.

You can compare your personal projection for your current tariff with a personal projection given to you for an alternative tariff from us, an alternative supplier or a switching site.

EXTRA SUPPORT FOR THOSE IN NEED

OUR PERSONALISED SUPPORT SERVICE:
FIVE AREAS FOR HELPING CUSTOMERS MOST IN NEED

1. Help finding the cheapest tariff and way to pay – we can help make sure you pay the best price for your energy and are on the right payment method. You could also qualify for a one-off £140 rebate on your electricity through the Warm Home Discount scheme.
2. Help reducing energy use – our energy saving advice helps you make the most of the energy you use. We can also help you make sure you're getting any measures you may be entitled to through the government's ECO scheme. To find out more about ECO, visit edfenergy.com/eco or call us on 0333 200 5119.
3. Help with debt – the EDF Energy Trust provides grants and practical help if you're struggling with debt. You can reach them on 01733 421 060. In addition, the EDF Energy Debt helpline is run by the Plymouth Citizens Advice Bureau, offering impartial debt advice for EDF Energy customers, wherever you live. Call them on 0808 156 6666 from a landline or 0300 330 0519 from a mobile.
4. Help with specific needs – our Priority Services Register is available if you need extra help managing your energy (e.g. if you're visually impaired or hard of hearing, we can provide important communications in Braille, large print or audio CD). We also have a staff ID line so you can check our representatives are genuine.
5. Helping you beyond energy – our Energy Debt helpline can also help you check you're claiming the state benefits you're entitled to.

Visit edfenergy.com/pss or call us 0333 200 5100 for more information.

CITIZENS ADVICE CONSUMER HELPLINE

It's easy to get free, independent advice so that you 'Know your rights' as an energy consumer. You might want to get a better deal, find out how to make a complaint, get advice about the quality of your electricity or gas supply, or ask for help if you're struggling to pay your bills.

To 'Know your rights' visit citizensadvice.org.uk/energy for up to date information or contact the Citizens Advice consumer service on 03454 04 05 06

MAKING A COMPLAINT

If we've let you down in any way, we're here to help you find a solution. To make a complaint, call our complaints team on 0333 200 5101. You can email us at: complaintresolution@edfenergy.com
or write to: FREEPOST: EDF ENERGY – COMPLAINTS RESOLUTION
If you're still unhappy, email our Customer Services Director Executive team at CSDirector@edfenergy.com or write to
FREEPOST: EDF ENERGY – CUSTOMER SERVICES DIRECTOR

If you're still not satisfied, you can contact the Ombudsman Services: Energy on 0330 440 1624 (9am to 5pm Monday to Friday) or visit ombudsman-services.org/energy for a free and independent review. If the Ombudsman finds that we have not acted correctly, they'll make recommendations on how we can put things right.

This might include:

- an apology or explanation
- compensation
- any other relevant action.

To view our full complaints handling procedure or to find out information on visiting one of our business premises, go to edfenergy.com/makingacomplaint

ONLINE SALES COMPLAINTS

If you signed up to one of our tariffs online and want to raise a formal dispute, you can do so through the European Commission at ec.europa.eu/odr They will then forward the details of your complaint to EDF Energy's nominated dispute resolution service to investigate.

OUR FUEL MIX

Every year we must publish details of the fuel sources that have been used to generate the electricity we supply to our customers. The information in the table below covers our supply licence for EDF Energy Customers Ltd for the period from April 2017 to March 2018. Our customers' electricity is sourced from our own UK power stations, the wholesale energy market and other independent power generators. We are a major supporter of independent renewable generators.

	Coal	Gas	Nuclear	Renewable	Other	CO_2 g/kWh	Radioactive waste g/kWh
EDF Energy's fuel mix	7.55%	9.39%	71.21%	11.66%	0.19%	104	0.0050
Contribution to our carbon emissions	66.60%	32.20%	0.00%	0.00%	1.20%		
UK average fuel mix	7.64%	41.24%	20.01%	29.04%	2.07%	225	0.0014

The figures for UK average fuel mix are provided by the Department for Business, Energy & Industrial Strategy (BEIS).

Depending on the tariff you are on, the fuel source and carbon emissions associated with the generation of your electricity may vary.

For more information on our fuel mix, visit **edfenergy.com/fuelmix**

The low-carbon electricity that we buy for Blue or Renewable tariffs and products is supplied into the National Grid. Customers receive that electricity through the National Grid, not directly from low-carbon generators.

USEFUL INFORMATION

CUSTOMER SERVICES

Call our customer service team on **0333 200 5100**.

If you're a customer with hearing difficulties, please use your text telephone to call us free on **0800 096 2929**.

GAS LEAKS AND OTHER EMERGENCIES

If you smell gas, or think you may have a leak, call **National Grid Gas** immediately on **0800 111 999**. They take care of gas emergencies no matter who your energy supplier is.

GOT A QUESTION FOR US?

You can email, write or call us free. For independent advice to help you understand what to expect from your energy supplier, you can visit **edfenergy.com/stayingconnected**

ENERGY EFFICIENCY ADVICE

For tips on how to use less energy, call us on **0333 009 6999** or visit **edfenergy.com/advice**

I THINK I QUALIFY FOR FITS PAYMENTS. WHO CAN I SPEAK TO?

EDF Energy is a licensed supplier of the Government's Feed-In-Tariffs scheme (FITs). If you think you qualify for FITs payments because your home has renewable generation technology – like solar panels or wind turbines – please call our FITs team on **0333 009 7009.**

ECONOMY 7

If you're on E7 (also known as Economy 7) your electricity will be charged at two rates. You'll have a higher day rate, and a cheaper night rate which applies for seven to nine hours between 8pm and 8am. These meters are often installed in properties which use electricity (rather than gas) for heating and hot-water. The actual times your night rate applies will depend on where you live, so if you need to find these out then please call us on **0333 200 5100**.

We may monitor and record calls to improve our service.Calls to UK wide numbers are included in any inclusive call plan you may have. If you don't have an inclusive call plan, calls are charged at a national rate. Please check with your service provider if you're unsure.

R883.F09/18.v9

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edfenergy.com

EDF Energy is a trading name used by EDF Energy Customers Ltd, Reg. No. 02228297 whose Registered Office is at 90 Whitfield Street, London, W1T 4EZ, incorporated in England and Wales.

Correct at time of print: September 2018

EDF ENERGY