



# Terms and Conditions



## Introducing **Freedom for business**, the first energy contract of its kind - designed to give you ultimate flexibility\*



At EDF Energy we understand that to make the best decisions when you're running a business, you need the time to weigh up your options and the flexibility to choose.

Freedom for business is designed for when you're not entirely sure what the future holds, or when it's just not the right time to commit to a contract that ties you in.

### What happens next?

Your Terms and Conditions start on page 7 and the Principal Terms can be found in the letter that accompanied this booklet. Please take some time to read this important information as it forms part of your contract with us.

If you haven't already done so, you can activate your MyAccount facility using your Account Number. See page 5 for more information.

If you're new to EDF Energy you can track the progress of your Supply transfer using MyAccount. Once your Supply has transferred to us, we'll write to you requesting your opening meter reading(s).

You can provide meter reading(s) with MyAccount, our smartphone apps or with our automated telephone service. See pages 5 and 6 for more information.





## Freedom for business – electricity

Key features:

- ✓ Freedom to move on to a fixed price contract whenever you want
- ✓ We understand that the flexibility of Freedom for business is perfect for you now, but when you're ready, why not see if you can benefit from one of our fixed price electricity contracts? We have a range of fixed price offers that could save you money. For more information please call us on **0800 015 7787**<sup>†</sup>
- ✓ We'll keep track of the energy market to ensure you get a competitive, fair price. If prices do change we'll let you know at least 30 days before
- ✓ 7% off Bills when you pay monthly by Direct Debit<sup>^</sup>

Key Terms & Conditions:

- You're free to sign up to one of our fixed price contracts
- As prices vary, we'll notify you 30 days ahead of any changes
- No exit fees
- Free to leave at anytime so long as you have no outstanding balance
- No fixed end date

## Freedom for business – gas

Key features:

- ✓ Freedom for business is the first variable contract from the major energy suppliers\*. It's designed to be flexible to meet your changing business needs
- ✓ Keep your energy charges simple, by combining a Fixed Daily Charge and a single Unit Price (price per kWh)
- ✓ We'll keep track of the energy market to ensure you get a competitive, fair price. If prices do change we'll let you know at least 30 days before
- ✓ 7% off Bills when you pay monthly by Direct Debit<sup>^</sup>

Key Terms & Conditions:

- As prices vary, we'll notify you 30 days ahead of any changes
- No exit fees
- Free to leave at anytime so long as you have no outstanding balance
- No fixed end date





## Make your life easier

### MyAccount

As an EDF Energy customer, we've tried to make it as easy as possible for you to manage your energy account.

Want to manage your energy account when it suits you? MyAccount is the quick and easy way to take control.

What you can do with MyAccount:

- ✓ Provide meter reading(s) (so you only pay for the energy you use)
- ✓ Review your account history
- ✓ Sign up to paperless Bills
- ✓ Contact us via email

Activate your MyAccount facility now: [edfenergy.com/myaccount-sme](http://edfenergy.com/myaccount-sme)

Or call our UK based business advisers on **0800 096 2255**†

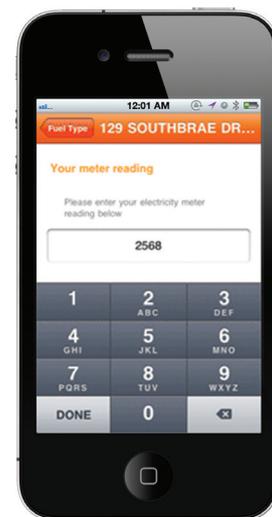
Remember, when you activate your MyAccount facility, please ensure that you log in using your Contract Account Number and Business Name exactly as they appear on the contract page of your Welcome letter.

### By phone

You can submit your meter reading(s) by calling our free automated service. You'll need your Account Number to hand which you can find on your contract. Call 0800 096 7361† and type in your Account Number, then select the meter reading option.

### Smartphone app

With our free smartphone app, you can submit your meter reading(s) in the palm of your hand. If you need to get in touch, the app makes it easy to send us an email, and has all of our contact numbers too. Download 'EDF Energy' for iPhone at the App Store and for Android go to Google Play.



## Thank you for being an EDF Energy customer

We hope you've found this information useful and most importantly we wish your business the greatest success.

If you need to contact us for any queries other than agreeing a contract, please call us on **0800 096 2255**† or use **MyAccount**.

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## Freedom for business Terms and Conditions

These conditions apply if you are a business customer (which includes a Micro Business customer), are using our energy to Supply your Premises and we (EDF Energy) and you have each agreed that you will be placed onto our Freedom for business product. Any reference to the word “energy” in these terms and conditions means gas or electricity (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 and conditions shall apply separately in respect of each account under which you receive energy through our Freedom for business product.

Our agreement to Supply you on these terms is at our sole discretion and we reserve the right to reject any application to be placed onto our Freedom for business product before a contract is signed. (For the purpose of these conditions customers who meet the criteria above will be described as SME Customers or Small and Medium Enterprise).

Unless we 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;
- unmetered Premises;
- any Premises where the metering arrangements are not compatible with our Billing system; or
- any Supply or site which is deemed unsupportable due to our price, process or system limitations

If you are not sure whether your Supply falls into one of the above categories, please phone our helpline on 0800 096 2255

Please read these conditions carefully so that you fully understand your and our commitments and responsibilities.

Unless you have been placed onto this contract automatically upon the expiry of another EDF Energy product (of which you would have received at least 30 days’ notice) your agreement to enter into this contract shall be deemed to have been communicated in the following ways, depending on the channel which you have used. These are as follows:

- For contracts agreed by phone – the point at which you provide verbal agreement;
- For contracts entered into online, the point at which you press submit having ticked the box that you agree to the terms of the contract;
- For contracts entered into face to face, though our field sales team, the point at which you sign the contract;

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 you agreed to this contract verbally then you may request a copy of the recording or transcript by contacting 0800 096 2255 providing this is within 6 (six) years from the date of the relevant telephone call.

We may carry out checks of your credit history and decide that the product, price and payment arrangements you have chosen under your supply contract are not suitable for your circumstances and/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 we will have to place you on a different product. 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.

Please call us on 0800 096 2255 to find out which credit reference agency we have used and for their contact details if you do not agree with your credit rating. We may change the credit agencies we use from time to time.

If we cannot resolve these problems we will tell you and your contract will end automatically on the date we tell you.

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, 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 or in our electricity or gas supply licences.

**"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.

**"Climate Change Levy"** means the tax referred to in Schedule 6 of the Finance Act 2000.

**"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 for payment is specified in your Bill or statement and if it is not then it is 14 days from the date of your Bill or statement.

**"Exempt Distribution System"** means a distribution system operated or controlled by a person distributing energy for the purposes of giving a Supply of energy (or enabling a Supply to be given) and who is authorised to do so through an exemption from the requirement to hold a distribution licence.

**"Extended Supply Prices"** means the price that you will pay for your energy Supply if you breach your contract. These prices are available at: [www.edfenergy.com/extendedSupplybusinessprices](http://www.edfenergy.com/extendedSupplybusinessprices). Please note these Extended Supply Prices may be higher than your existing prices.

**"Green Deal Charges"** means the charges that we must collect from you as part of the Government scheme for the collection of charges for energy efficiency measures or improvements through energy Bills, 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, to be paid for wholly or partly in instalments through your electricity Bill, as defined in Section 1(3) 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 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 network and of the suppliers responsible for supplying these Premises. They may also own the meter and any associated metering equipment which is used to measure the Supply to your Premises.

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

**"Ofgem"** means 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.

**"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 Method, plan or other 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 have been applied to your energy Supply in relation to your product.

**"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 completely or mainly for business purposes.

**"Profile Class"** is a specific group of customers based on the profile of their expected energy consumption pattern.

**"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 providing we have no reason to deduct any amount from the initial sum given.

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

**"Supplier Transfer"** means in relation to any Premises at which another supplier is Supplying energy (of the same kind as the energy that is the subject of this 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 gas or electricity (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.

**"Unit or kWh"** may be referred to throughout this document. This refers to the standard used to measure energy consumption.

**"Unmetered Premises"** is any electronic equipment that draws a current and is connected to the Local Network Operator network without a meter recording its energy consumption.

## 1 Our responsibilities to each other

- 1.1 We will tell you the Supply Start Date. Your and our rights 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 you requested the Supply to start.
- 1.2 If, on the day after 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 21 days of the Relevant Date unless:
  - 1.2.1 you request that your Supply Start Date is a later date;
  - 1.2.2 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 21 days of the Relevant Date; or
  - 1.2.3 any of the following conditions apply.
    - (a) your Previous Supplier has raised an objection and prevented us from completing the Supplier Transfer;
    - (b) we do not have all the information we require in order to complete the Supplier Transfer, despite having taken all reasonable steps to obtain the missing information from you; and we cannot readily obtain that information from another source;
    - (c) you are taking a Supply through an Exempt Distribution System and we are unable to start Supplying the Premises because:
      - (i) 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

- (ii) a metering arrangement which is required in order for us to access the Exempt Distribution System is not in place; or
  - (iii) we are prevented from completing the Supplier Transfer due to any other circumstance which is outside of our control and which we have taken all reasonable practicable steps to resolve.
- 1.3 Where a condition in clause 1.2.3 applies, we will complete the Supplier Transfer as soon as is reasonably practicable and in any event within 21 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).
  - 1.4 You confirm and agree that:
    - 1.4.1 you are the owner or the occupier of the Premises (or will be on the date that you want this supply contract to start) and that the Premises are currently connected to your Local Network Operator network.
    - 1.4.2 you are responsible for and will maintain all pipes, equipment, wires and cables, and all other fittings used in connection with the Supply on your side of any meter (your side of the meter starts at the point energy leaves your meter after the meter has measured it) and all other fittings that belong to you and keep them in good working order and in a safe condition at all times.
    - 1.4.3 your Local Network Operator will deliver your Supply.
    - 1.4.4 you will pay any of our charges due under this contract.
    - 1.4.5 so long as we are registered with the Local Network Operator as the supplier responsible for the Supply to your Premises, all energy (the subject of this contract) passing through your meter (or meters) or supplied to your Premises will be treated as having been supplied under our contract, even if you have a contract for the Supply of such energy to your Premises with any other person.
  - 1.5 You understand if you have a Smart Meter you may lose the functionality currently available to you by switching to EDF Energy.
  - 1.6 Notwithstanding Clause 7.2, in the event that the Supply of gas to your Premises is temporarily interrupted we will pass on any relevant compensation payments we receive from your transporter as a result of such temporary Supply interruption.
- ## 2 Access to Premises or meters
- 2.1 You confirm that you are legally able to, and have permission to, allow us into the Premises and provide full access to your meter (or meters) whenever we require access, (including agreeing to us gaining remote access to your metering equipment) in line with these terms.
  - 2.2 You agree to allow your Local Network Operator and us (and our relevant 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:
    - 2.2.1 at any time if there is a possibility somebody's life or safety is in danger, if there is a possibility of damage to property or if we or your Local Network Operator are required to enter your Premises by law.
    - 2.2.2 at all reasonable times if we or your Local Network Operator need to install, maintain, inspect, test or replace any lines, pipes, wires or cables and all other equipment connected with delivering or measuring energy.
    - 2.2.3 at all reasonable times if we or your Local Network Operator need to install, maintain, test, remove, replace or read any meter or associated metering equipment.
  - 2.3 If there are any obstructions that prevent us (or one of our agents or contractors) from gaining access to your Premises and lines, pipes, wires and cables and all other equipment used in connection with Supplying energy to your Premises, you are responsible for removing the obstruction, and you are responsible for the cost of doing this.
- 2.4 You confirm that your Premises contain metering equipment that can provide the information we need to provide and measure energy in line with your chosen product and that you are authorised to use such equipment. You confirm that your metering equipment complies with relevant industry standards as to safety, accuracy and reliability.
  - 2.5 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 need to change the price we charge you under these conditions or you may need to replace your meter (we may charge you for this). If we cannot support your meter we may need to end your contract as a result of which we may also charge you.
  - 2.6 You must make sure all metering equipment (whether it belongs to us or another person) on or at your Premises is not lost, stolen or damaged. You agree to pay us for any costs we may have to pay (either directly or indirectly) in replacing or repairing lost, stolen or damaged metering equipment (this includes call-out charges) unless the damage is caused by fair wear and tear or because of something that we have done or failed to do.
  - 2.7 We will not be responsible for any fault or for something that happens because of a fault in or relating to a meter or other fitting that we do not own or that has not been provided on our behalf.
  - 2.8 If we stop being your registered Supplier we may remove from your Premises any meter we own or lease. We (or any agents engaged by us) may also enter your Premises to remove your meter. We will not do this if another supplier agrees to buy or take over that meter before your contract ends provided that we receive appropriate compensation for the value of the meter.
  - 2.9 If you have a 'Smart Meter', 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); 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 current prices of energy that apply at the date on which you agreed your contract, your Payment Method and any other special conditions that we have agreed. These form part of your contract.
  - 3.2 You understand that the prices that we have quoted you for your Supply of energy can increase (or decrease) at any time during the contract. However we will provide you with at least 30 days advanced written notice of any upcoming price change provided that you agreed your contract with us more than 30 days prior to the scheduled price change. If you have entered into this contract less than 30 days before a price change is due to take effect you will not receive the full 30 days' notice; however you will be told of the new prices that will apply as soon as possible.
  - 3.3 Our right to change the conditions of your contract includes

- the right for us to change your product or the way you pay and how often you pay.
- 3.4 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 run up in carrying out their responsibilities as an energy distributor, we may charge you any reasonable costs we have to pay as a result.
- 3.5 If you owe your previous supplier money for energy they supplied to you at your 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.
- 3.6 Taxes, duties or levies (including VAT) that apply to the costs of processing distributing, transporting, selling or Supplying energy (or in any other way arise in our fulfilment of your contract) are payable in addition to energy costs. These may be increased during the term of your contract and new taxes, duties and levies may be introduced.
- 3.7 You agree to pay for other charges which apply under this contract and under 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 under this contract you also agree to pay for charges which arise in connection with Green Deal Premises (such as Green Deal Charges) which we are obliged to collect from you.
- 3.8 If you do not pay any of the charges due to us or a security deposit if we have asked you to provide one, by the date that we request then we may put you on our Extended Supply Prices and if we are Supplying you with electricity under these terms and conditions we may move you onto our Standard Terms and Conditions which can be found at: [www.edfenergy.com/businesssterms](http://www.edfenergy.com/businesssterms)
- ## 4 Bills and payments
- 4.1 We will provide 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 us in line with your agreed Payment Method at any time.
- 4.2 Our Bill or statement may be based on a reasonable estimate of how much energy you use, based on information that we have about your Premises and, where the information is available, how much energy you use at the Premises. You must pay the amount specified on your Bill or statement, including where this is based on an estimate of your energy consumption. If you are unhappy with the amount specified in the statement or Bill, you should contact us immediately to give us your own meter reading, or arrange for us to read your meter. We may also arrange to read your meter and issue a replacement statement or Bill at any time (including after this supply contract has ended).
- 4.3 If we discover that any statement or Bill we have sent to you has been based on information that is not accurate or complete, we will make any necessary adjustments and, if necessary, send you a new statement or Bill as soon as we can.
- 4.4 If you do not give us a valid meter reading that has been taken immediately before the Supply Start Date, we may estimate the amount of energy supplied to your Premises from the Supply Start Date until we first read your meter or when we stop Supplying you (whichever is first) and use this as the basis for working out the amount that you have to pay.
- 4.5 We have the right to offset any credits or debts you may have in connection with any goods or services we Supply to you (or have in the past supplied to you) against any other credits or debts you have in connection with any other goods or services we may Supply to you. For example, if your gas account is in credit, we can use that credit to pay off a debt on your electricity account and vice versa.
- 4.6 If at any time you owe us any outstanding charges and you issue us with a payment that does not cover these charges in full, then you should advise us in writing at the time of making such payment which debt you would like us to credit it against. Where you do not specify which debt you would like your payment to be credited against, we have the right to apply that payment to whichever debt we consider to be most appropriate. For example we may decide to apply the payment against those charges which have been outstanding for the longest period. In accordance with our obligations under Standard Licence Condition 38 and the Green Deal Arrangements Agreement, if such outstanding charges include Green Deal Charges then we will apply your payment in the relevant proportions due for the amount of Green Deal charges and charges for the Supply of energy in each case.
- 4.7 If you are having difficulties paying, we will discuss your Payment Method with you and try to help you, in line with our codes of practice. But we can only do this if you contact us to let us know.
- 4.8 If you pay us later than the Due Date, we have the right to charge you:
- 4.8.1 interest on certain amounts that you owe us, which will be worked out at an annual rate of 8% above the base lending rate of the Bank of England. We will apply this interest rate to the amount you owe us from the Due Date to the date we receive your payment in full;
- 4.8.2 an administration fee of up to £30 plus VAT; and
- 4.8.3 any reasonable expenses we incur in obtaining the money you owe us under this contract, including costs associated with disconnecting, reconnecting, capping and/or replacing an energy meter (or both).
- 4.9 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).
- 4.10 If you are being supplied with electricity at Green Deal Premises we will start to collect Green Deal Charges, accruing after the Supply Start Date, from you through your electricity Bill or statement.
- 4.11 It is a requirement that you must pay for Green Deal Charges by the same Payment Method as you pay us for your electricity Supply and you cannot choose to pay for your Green Deal Charges by a different method.
- ## 5 Security Deposit
- 5.1 In some circumstances, we may ask you to pay a Security Deposit either at the start of our contract with you, or at any time during it. If we ask you to pay this, we will explain the procedure when we contact you.
- 5.2 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 from time to time.
- 5.3 When we repay a Security Deposit clause 4.6 will apply and we may take from it any other outstanding sums that you may owe us.
- ## 6 Your rights to end this supply contract and our rights to stop your Supply
- 6.1 You can end this contract at any time by agreeing another contract with EDF Energy or, subject to clause 9, switching to another supplier.
- 6.2 If you intend to move Premises please let us know when you will cease to own or occupy the Premises by writing to us at EDF Energy, FREEPOST: EDF ENERGY – PLYMOUTH or you can call us on 0800 404 7413.
- 6.3 If we are informed that a new supplier has requested to take over your Supply and your account is not in debt (and none of the other reasons set out on clause 9 apply) we will, unless you have agreed a new contract with us, 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. EDF Energy will continue to Supply your Premises until such time as the relevant energy Supply is taken over by your new supplier.

6.4 We are entitled to either:

6.4.1 end this contract immediately and arrange for the Supply to your Premises to be disconnected/capped; or

6.4.2 place you onto our Extended Supply Prices and, if you are an electricity customer our Standard Terms and Conditions (which can be accessed at [www.edfenergy.com/business/terms](http://www.edfenergy.com/business/terms)) if:

(a) You do not pay your Bills in full and on time.

(b) Your Payment Method changes. In particular, if you have agreed to pay by Direct Debit but then you do not do so or your Direct Debit stops or is cancelled, for whatever reason (until you clear any outstanding balance, if applicable, and reinstate your Direct Debit). Also, if the change in the way you pay means we have to change any energy meter or associated metering equipment, we may charge you to cover these costs.

(c) You are declared bankrupt, or any formal steps are taken to have you declared bankrupt;

(d) You have an interim order made under the Insolvency Act 1986;

(e) You pass a resolution for your business to be wound up or a court which has the power to make such order, makes an order for your business to be wound up or dissolved;

(f) You have an administration order made against you or enter into a voluntary (or other similar) arrangement with your creditors and any one of the following conditions are met:

i) the insolvency office-holder consents to the termination or Extended Supply Prices; or

ii) a Court grants permission to terminate if it would place us in hardship not to; or

iii) charges for your Supply that are incurred after entering into administration or voluntary arrangement are not paid within a period of twenty eight (28) days from the date such charges are due; or

iv) We give written notice to the insolvency office-holder that your Supply will be terminated unless the payment of charges in respect of the continuation of Supply after entering into administration or voluntary arrangement is personally guaranteed and the insolvency office-holder doesn't give that guarantee within 14 days of receiving our written notice;

(g) You enter into liquidation or any other insolvency proceedings are started against you or a receiver or administrative receiver is appointed over the whole or any part of your business or assets unless you subsequently enter into administration in which case clause 6.4.2(f) shall apply.

(h) You threaten to stop paying your debts;

(i) You do not carry out any of your other responsibilities under this contract;

(j) 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);

(k) Ofgem directs another supplier, instead of us, to Supply your Premises;

(l) We are required to cut off your supply under any of the electricity or gas supply industry arrangements which we have to keep to;

(m) There is a risk of danger to the public if the Supply is continued; or

(n) You no longer own or occupy the Premises.

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

6.6 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.

6.7 If we end your supply contract, this will not affect any rights and responsibilities which either you or we 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.

## 7 Our legal responsibility

7.1 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 as far as this is allowed by law.

7.2 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 another supplier, distributor, transporter or shipper has done), you will not be able to claim that we have broken our arrangements with you under this contract.

7.3 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 for our fraud or fraudulent misrepresentation) that we could not reasonably foresee at the time you entered into this contract. As well as this, we will not be legally responsible to you for any loss which you have as a result of your legal responsibility to any other person.

7.4 Our total legal responsibility to you under this contract is limited to £1,000 for one incident, or a total of £10,000 in relation to all claims against us. Our legal responsibility to you is not limited where we have committed fraud or our death or personal injury has been caused by our negligence.

7.5 Clause 7 overrides all other provisions of your supply contract and continues to apply after it has ended, but nothing in your supply contract overrides any rights or responsibilities we have under the Electricity Act 1989, the Gas Act 1986 or our supply licence or regulations that apply to our industry.

7.6 Each of the subclauses 7.1 to 7.6 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 remainder.

## 8 National terms of connection - electricity

We are acting on behalf of your operator to make an agreement with you. The agreement is that you and your operator both accept 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 in relation to the connection at which your operator delivers electricity to, or accepts electricity from, your business. If you want a copy of the NTC or have any questions about it, please write to: Energy Networks Association, 6th Floor, Dean Bradley House, 52 Horseferry Road. London SW1P 2AF. You can also phone 020 7706 5100 or visit: [www.energynetworks.org](http://www.energynetworks.org)

## 9 Objections

9.1 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 provisions of clause 9.2 apply, you agree that we can object and prevent your transfer to the other supplier; and you must help us to object to the transfer.

9.2 Clause 9.1 shall apply in any of the following circumstances:

9.2.1 You have an outstanding debt with us (including an Early Termination Fee), or a debt with one of our group companies, that relates to Supplying energy (or providing services in connection with your energy Supply) to your Premises;

9.2.2 your new supplier has contacted us, and we have agreed that the new supplier's application was made by mistake;

9.2.3 if the Supply is for electricity, where the new supplier's application relates to a metering point which is a Related Meter and the new supplier has not applied to register all the Related Meters on the same working day for the same start date; or

9.2.4 you have told us to object to the new supplier's application; or

9.2.5 you have not kept to your responsibilities under this contract.

9.3 If we:

- objected to the new supplier's application to begin Supplying your Premises because you owe money to us; and
- only if we receive full payment of all money you owe us under your contract including the Early Termination Fee (where applicable)
- and if all objection reasons that were stated are cleared.

we will not object to your new supplier reapplying. If your new supplier has not reapplied, your contract will remain in force in line with clause 1.4 and clause 9.1 and will once again apply to any new applications by new supplier.

## 10 Other conditions which apply

10.1 We may assign (transfer) all or any of our rights (including the right to demand that you pay charges you owe us and take you to court if you refuse to pay them) and legal responsibility under your supply 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 because of an Act of Parliament or any regulation made under it. While that law is in force (and as necessary for compliance with the law or regulation) you must not use energy as required by the law or, if we tell you, you must keep to any limits set on the amount of energy you can use (we will give you more information if we need you to do this).

10.4 If you are a gas customer your Local Network Operator can ask us to stop the Supply of gas at your Premises if there is a danger to persons or property or a threat to the safety of the gas distribution system. In such circumstances you must do everything you can to avoid using gas at the Premises from the moment you are told not to until you receive confirmation from us that the safety concerns have been dealt with. If you become aware of a gas leak you must immediately report it to the National Gas Emergency Service on 0800 111 999.

10.5 We may also have to suspend or stop Supplying your Premises with energy if, for reasons beyond our control, your Local Network Operator or our suppliers have done something they should not have done or have failed to do something they should have done.

10.6 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.

10.7 These conditions, the pricing information and any other documents referred to in these conditions, or the pricing information, or which we otherwise tell you about, set out the whole contract between you and us.

10.8 If we do not immediately enforce any rights we have under this contract, this will not affect our right to enforce these rights at a later date.

10.9 You agree that you have read and understood our information policy (see clause 11 below) and you agree:

- To all its conditions;
- That the information you have given about yourself is correct; and
- That we may use your personal information as described within the policy.

10.10 This contract and any issues or disputes arising out of it (whether they are contractual or not) will be governed by and construed under English law and we both agree that the courts of England and Wales will have the exclusive jurisdiction to hear any such dispute.

## 10.11 Climate Change Levy Exemption Declaration

If you take one of our renewable products, which are designed to help support the environment, EDF Energy declare that in each averaging period (as defined in Schedule 6 of the Finance Act 2000), the amount of energy we Supply from exempt renewable sources (such as wind farms and hydro power plants) will not be more than the difference between:

- a) The total amount of energy from renewable sources that we acquire in each averaging period; and
- b) So much of that total amount of renewable source energy as is allocated by EDF Energy otherwise than to exempt renewable supplies made by EDF Energy in that averaging period.

The above declaration is set out as a requirement of the Finance Act 2000 as confirmation that the amount of energy supplied in any relevant averaging period will not exceed the amount of renewable source energy obtained for the purpose of calculating the Climate Change Levy exemption.

An averaging period is an extended period of up to two years for the purpose of balancing sales against purchases of renewable energy. The averaging period may end sooner if at the end of the relevant 3 month balancing period the number of relevant purchases are equal to or exceed the number of relevant purchases (taking into account any credits that have been carried forward), or if we stop making supplies that are exempt from the levy because they come from a renewable source.

## 10.12 Climate Change Levy ("CCL")

All amounts you must pay in line with clauses 3 and 4 of this contract do not include the CCL. Where the CCL applies, we will add the CCL to your prices at the relevant rate from time to time. If you are not on a renewable product and you do not have to pay the CCL, it is your responsibility to provide us with evidence of this by sending us your supplier certificate (form PP1 1) to the following address. FREEPOST: EDF ENERGY – PLYMOUTH. We have the right to continue to charge you extra for the CCL until you send us your supplier certificate to the address above.

If you are on any of our renewable products, you do not need to send us a supplier certificate because you are automatically exempt from (do not have to pay) the CCL.

## 10.13 Times applying to relevant meters.

- Standard tariff – the day unit applies at all times.
- Economy 7 tariff – night units apply for seven hours a night. Your Local Network Operator decides the actual time the night units apply. Day units apply at all other times.
- Evening and weekend tariff – your Local Network Operator decides the times at which evening and weekend units apply.
- Evening, weekend and night tariff – your Local Network Operator decides the times at which evening, weekend and night units apply.
- Off-peak tariff – your Local Network Operator decides the times at which off-peak units apply.

Your Local Network Operator decides the actual time units apply. For more details, please call us on 0800 015 7787.

10.14 You are ultimately responsible for payments for any charges incurred in accordance with these terms.

## 11 Information policy

11.1 So we can:

- 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 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;

You agree to give us, free of charge, any information which we reasonably ask for so we can do the things mentioned above.

11.2 You agree that we may share your information with other organisations in line with the requirements set out in clause 11.1 above. This may include us sharing 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 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 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 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 us 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 trace 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.

11.4 By signing 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 collect 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 0800 096 2255.

We may monitor and record calls as part of our customer care programme. Calls to '0800' numbers are free from BT landlines and UK mobile networks, but other phone companies charges may vary. Opening hours times are 8am – 6pm, Monday to Friday

#### 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 Green Deal if you are supplied at a Green Deal Premises:

11.5 You agree to promptly give to us, free of charge, any information we reasonably need to collect Green Deal Charges from your Bills and you agree to allow us to share this information (which may include contact details, Billing

information, or other activity relating to your energy account with EDF Energy) 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.

11.6 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 Panel Secretary appointed by the Secretary of State. This list is available to view on line at [www.greendalorb.co.uk](http://www.greendalorb.co.uk)

## 12 Reference of charges which may relate to you

- Amounts specified in your Bill or statement (see clause 4)
- Interest and late payment charges (see clause 4.8)
- Extended Supply Prices (see words and phrases and clauses 3.8, 6.4)
- Taxes, duties and/ or duties for energy costs (see clause 3.6)
- Green Deal (see clause 3.7, 11.5)
- Collection costs (see clause 3.5)
- Our charges (see clause 3)
- Administration charge (see page 1 and clause 4.8.2)
- Disconnection/capping or reinstating Supply (see clause 4.8)
- Meter replacements and repairs (see clauses 2.5 and 2.6)
- Charges for additional services from your Local Network Operator (see clause 3.4)
- Security Deposit (see words and phrases, conditions for Supply and clause 5).

## 13 Feed in Tariffs

EDF Energy 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, or if you think you might qualify for FITs payments because your business has renewable generation technology, please call our FITs team on 0800 404 9087.

## 14 Making a complaint

If we've let you down in any way, we want to put it right quickly. It's always best to get in touch with us first on 0800 096 2255.

We're here Monday to Friday from 8am to 6pm. Details of our complaint handling procedure can be obtained at [edfenergy.com/sme-complaints](http://edfenergy.com/sme-complaints)

If you're not satisfied with the way we've handled things after contacting us there are other options you can take.

- You can email us at [SMECustomerServices@edfenergy.com](mailto:SMECustomerServices@edfenergy.com) or write to FREEPOST: EDF ENERGY - PLYMOUTH
- If you're still unhappy you can email the SME Complaints Resolution Team at [SMEComplaintsResolution@edfenergy.com](mailto:SMEComplaintsResolution@edfenergy.com) or write to FREEPOST: EDF ENERGY – SME COMPLAINTS RESOLUTION

If, after eight weeks, you're still not satisfied with the way we've handled your complaint, you can phone the Ombudsman Services: Energy on 0330 440 1624 (9am to 5pm Monday to Friday). Or, you can email them at [osenquiries@os-energy.org](mailto:osenquiries@os-energy.org) or visit [10](http://ombudsman-</a></p></div><div data-bbox=)

services.org/energy. The Ombudsman is free, independent and does not take sides. Decisions are based on the facts available and energy suppliers are bound by the decision made by the Ombudsman. They may investigate your complaint if you are a residential or Microbusiness customer and if you have received a deadlock letter from us or if you are unhappy with the handling of your complaint and eight weeks have passed since you first made the complaint to us. It's easy to get free, independent advice so that you know your rights as an energy customer. 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](https://citizensadvice.org.uk/energy) for up-to-date information or contact the Citizens Advice consumer service on 03454 04 05 06.

If you prefer, you can also visit one of our business Premises. Visit [edfenergy.com](https://edfenergy.com) for more information.

## 15 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](https://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.

## 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 <https://www.edfenergy.com/smepaygpolicy> 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 <https://www.edfenergy.com/smepaygpolicy.22>

\* At the first time of printing (October 2013), Freedom for business was the only variable gas and/or electricity contract with no fixed term available to small business customers from the major UK energy providers – British Gas, EDF Energy, E.ON, npower, Scottish Power, and SSE. As the contract is flexible, you are free to leave at any time providing you have no outstanding balance on your account and have not agreed a fixed term contract with EDF Energy.

† Calls may be monitored and recorded as part of our customer care programme. Calls to 0800 numbers are free from BT landlines and UK mobile networks, but other phone companies charges may vary.

^ Contract customers save 7% off their Bills when paying monthly by Direct Debit. The Direct Debit discount is applied before VAT and Climate Change Levy (CCL), before any other discounts have been deducted and is rounded to the nearest pence. Not all products are eligible for the discount.

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