

Contract for the prepayment supply of electricity to business premises



Conditions of supplying electricity

These conditions apply if you are a business customer (which includes a Micro Business customer) and using our electricity services to supply your Premises. (For the purpose of these conditions customers who meet the criteria above will be described as SME Customers or Small and Medium Enterprise).

However, unless we (EDF Energy) 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; or
- any premises where the metering arrangements are not compatible with our billing system.

If you are not sure which Profile Class your meter is in, please phone our helpline on 0800 096 2255.

Please read these conditions carefully so that you fully understand your and our commitments and responsibilities. Unless we have agreed the supply contract over the phone or online, you must sign the contract (of which these conditions form part) and return it to us (by post, by email, online or by a hand held unit). Each contract is agreed when we accept your agreement and from that point, each of our rights and responsibilities under these conditions will come into effect. If 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 verbal contract. If we enter into a supply contract with you, but we cannot start supplying electricity to you because you have another supplier or we are unable to become your registered supplier for any reason which is out of our control, then an administration charge of £250 might become payable by you.

We may carry out checks of your credit history and decide that the product, price and payment 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. If we cannot resolve these problems raised by the credit check, we will tell you and your contract will end automatically on the date we tell you. 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. 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 in our electricity supply licence.

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

“Climate Balance” is a scheme that allows you to offset the carbon emissions associated with the electricity you use.

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

“The Citizens Advice consumer service” provides free, confidential and impartial advice on consumer issues. Visit www.adviceguide.org.uk or call the Citizens Advice consumer helpline on 08454 04 05 06.

“Distribution Exemption Holder” means a distribution system operated or controlled by a Distribution Exemption Holder who is covered by an exemption granted to it in relation to that system.

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

“Exempt Distribution System” means a distribution system operated or controlled by a Distribution Exemption Holder who is covered by an exemption granted to it in relation to that system.

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

“Local Electricity Distributor” means, for each of the Premises to be Supplied under this contract, the company licensed as an electricity distributor and who own or operates the distribution network through which electricity is delivered to your Premises.

“Local Metering Point Administration Service” means the service that keeps an electronic register of premises connected to your local electricity distributor’s 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 €2m.

“Ombudsman Services: Energy” is an independent body approved by the Electricity

Regulator to investigate complaints. (Visit www.ombudsman-services.org or call 0330 440 1624).

“Payment Scheme” means the payment scheme, plan or other payment arrangements that have been applied to your Supply in relation to your product.

“Premise(s)” 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.

“Prepayment Meter” means a meter that allows you to pay for your Supply in advance by loading credit on to the meter using a prepayment meter key/card.

“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.

“Supplier Transfer” means, in relation to any Premises at which another electricity supplier is supplying electricity on the day after the date on which this Agreement is agreed, the transfer of responsibility for that supply from that electricity supplier to us.

“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 Electricity Distributor’s 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 electricity 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; or

1.2.3 one or more of the conditions in clause 1.4 applies.

1.3 Clause 1.2 does not affect your obligation to give us written notice to terminate your contract in accordance with clause 5.1.

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

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

1.4.2 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; or

1.4.3 you are taking a supply of electricity through an Exempt Distribution System and we are unable to start supplying the Premises because:

(a) a connection between the Premises and the Exempt Distribution System, or the Exempt Distribution System and another relevant distribution system has not yet been made; or

(b) a metering arrangement which is required in order for us to access the Exempt Distribution System is not in place; or

1.4.4 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.

1.5 Subject to clause 1.2, where a condition in clause 1.4 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).

1.6 We will supply electricity from the Supply Start Date at the Premises you have told us you want us to Supply. This is on the condition that you do not already have a contract with anyone else for supplying electricity at the premises, and none of the conditions in clause 1.4 apply on the Supply Start Date.

1.7 You agree that:

1.7.1 you are the owner or the occupier of the Premises (or will be on the date that you want this supply contract to start) and that the Premises are currently connected to your Local Electricity Distributor's network.

1.7.2 you are responsible for all pipes, equipment, wires and cables, and all other fittings used in connection with the Supply on your side of any electricity meter (your side of the meter starts at the point energy leaves your meter after the meter has measured it). You agree that you will maintain all pipes, equipment, wires and cables, and all other fittings that belong to you and keep them in good working order and in a safe condition at all times

1.7.3 your Local Electricity Distributor will deliver your Supply.

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

1.9 You agree that, so long as we are registered with the Local Electricity Distributor as the supplier responsible for the Supply to your Premises, all electricity passing through your meter (or meters) or Supplied to your Premises will be treated as

having been Supplied under our electricity supply contract, even if you have a contract for the supply of electricity to your Premises with any other person.

2 Access to premises and meters

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

2.2 Your Local Electricity Distributor runs the distribution network through which they deliver the Supply to your Premises. They may also own the meter and any associated metering equipment which is used to measure the Supply to your Premises.

2.3 You agree to allow your Local Electricity Distributor 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:

- 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 Electricity Distributor are entering your Premises under an Act of Parliament or any similar law relating to the delivery or supply of electricity;
- At all reasonable times if we or your Local Electricity Distributor need to install, maintain, inspect, test or replace any lines, pipes, wires or cables and all other equipment connected with delivering or measuring electricity;
- At all reasonable times if we or your Local Electricity Distributor need to install, maintain, test, remove, replace or read any electricity meter or associated metering equipment. 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 have, and you are authorised to use, metering equipment that can provide the information we need to provide and measure energy in line with your chosen product. You confirm that your metering equipment complies with relevant industry standards as to safety, accuracy and reliability. 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 (see clause 3) or you may need to replace your meter (we may charge you for this). If we cannot support your meter, we will tell you and your contract will end automatically on the date we tell you. We may also charge you if we have to end your contract for this reason.

2.5 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 loss or damage is caused by fair wear and tear or because of something that we have done or failed to do.

2.6 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.

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

2.8 You must only use the most recent Prepayment Meter key/card (unless we tell you otherwise) to put credit on your Prepayment Meter, otherwise your meter may not be updated with the correct pricing information which may result in you paying a higher price for your electricity supply.

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

3 Prices and changes to these conditions

3.1 When you enter into a supply contract with us we will give you written details of the initial prices of electricity and your Payment Scheme, which we may amend from time to time in accordance with these conditions. These form part of your contract.

3.2 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. We will give you written notice of a change in the prices that you will pay, or any other changes to these conditions, together with the date on which those changes will take effect. If you take a supply of electricity through a Prepayment Meter, the new prices will take effect from the first time you charge your Prepayment Meter key/card after that effective date.

3.3 If you ask for any service that your Local Electricity Distributor 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 electricity distributor, we may charge you any reasonable costs we have to pay as a result.

3.4 If you owe your previous supplier money for electricity 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.

3.5 If the way you agreed to pay for your electricity has special conditions relating to it (for example, your Payment Scheme may have specific terms relating to it), they will form part of your supply contract. We will send details of these terms to you separately where they apply to you. If at any time your method of payment or Payment Scheme is changed under this contract (for whatever reason), the price that we charge you may change to reflect this. Also, if the change in your payment method requires any electricity meter or associated metering equipment to be changed, we may charge you to cover this cost.

3.6 Taxes, duties or levies (including VAT) are payable in addition to energy costs. The rates of taxes, duties and levies may be increased during the term of your contract and new taxes, duties and levies may be introduced. Any taxes, duties or levies will also apply to the costs of processing, distributing, transporting, selling or supplying energy, whether we pay these taxes and other charges direct or refund someone else who is responsible for making the payments (such as the network operator). In addition to our other rights under this contract, we may increase the prices we charge you if any obligation or cost imposed on us in connection with processing, distributing, transporting, selling or supplying energy is increased, or a change is made to the methodology used for calculating such costs, or a new obligation or cost is introduced.

4 Bills and payments

4.1 Unless you take a Supply of electricity through a Prepayment Meter, 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 Scheme at any time.

4.2 If you take a supply of electricity through a Prepayment Meter, we will provide you with a statement (which will show your payment summary) at least once a year, but we may send you a statement at any time.

4.3 Our Bill or statement may be based on a reasonable estimate of how much electricity you use, based on information that we have about your Premises and how much electricity 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 electricity 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 to arrange for us to read your meter. However, we may arrange to read your meter and issue a replacement statement or Bill at any time (including after this supply contract has ended).

4.4 If your meter does not accurately record the amount of electricity that we Supply to your Premises, or if any other information we need to work out the amounts payable

by you is not correct or available, we may make a reasonable estimate of the amount of electricity you have used and send you a statement or Bill. (However, we may also wait until we received the required information.) 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.

4.5 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 electricity Supplied to your Premises from the Supply Start Date until we first read your meter or when your supply contract with us ends (whichever is first). We may use that estimate as the basis for working out the charges you should pay for electricity Supplied during that time.

4.6 You agree to pay, in whichever way we have agreed with you, and you agree to pay the amounts specified in each statement or Bill in full (even if it is based on an estimate of your consumption). You should pay the amounts specified on your statement or Bill by the Due Date. If you do not pay by the Due Date, we may change the way you pay (for example, from Direct Debit to a Prepayment Meter key/card). We have the right to offset any credits or debts you may have in connection with any goods or services we supply 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.

4.7 If you are having difficulties paying, we will discuss your payment arrangements 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 do not pay the amounts specified in your statements or Bills in the way we have agreed, we can ask you to pay in another way. This could increase the amount you pay (see clause 3.5.). Depending on whether or not you have made your payments on time, we may need to fit a Prepayment Meter into the Premises. We may charge you extra for fitting the Prepayment Meter and Supplying you through a Prepayment Meter.

4.9 We have the right to ask you for, and you must pay, any reasonable expenses we incur in obtaining the money you owe us under this contract, including costs associated with disconnecting and/or replacing an electricity meter (or both).

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

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

5.1.1 If you stop owning or renting the Premises, you can give us notice to end your supply contract from the date you stop owning or occupying the Premises. However you must give us at least 14 working days' notice of this. If you do not give us enough notice, your supply contract will end on the 14th working day after you have given us notice or the date on which the new owner or occupier of the Premises starts receiving

a supply from us under a contract for the Premises. You will not be responsible for paying any charges which are paid by any new owner or occupier.

5.1.2 If you give us written notice to end this supply contract, we must receive the notice at least 90 days before the day that you intend the termination to take effect. Please note notice by telephone cannot be accepted. You must send your written notice to:

Write to: SME Sales Team, **EDF Energy, FREEPOST RRYZ-BRTTCBJS, Osprey House, Osprey Road, Exeter EX2 7WN.**

Fax to: **01903 283 716.**

If you give us proper written notice, your supply contract with us will end on the expiry of the 90 days notice.

5.2 When we have received proper written notice under clause 5.1, unless you take a Supply of electricity through a Prepayment Meter, we will prepare a final Bill for you, setting out all outstanding charges that you owe us. We may need to get a final meter reading for this (if this is the case, clause 2.3 will apply).

5.2.1 If you serve notice to end this contract in line with clause 5.1 above but another supplier does not start supplying the Premises by the date that your notice expires your notice of termination will be void and EDF Energy will continue to Supply you subject to the provisions of clause 5.2.2 below.

5.2.2 Where a notice of termination becomes void in accordance with clause 5.2.1 above, your existing contract with EDF Energy for the supply of electricity will remain in full force and effect. Your electricity will continue to be Supplied to your Premises by EDF Energy on your existing terms, except that with effect from the date on which your notice of termination expires EDF Energy will not raise an objection unless any of the circumstances in clause 8.1 (a) or (d) apply in the event that a new supplier makes an application to supply your Premises.

5.3 If you do not give us proper notice under clause 5.1, this contract will remain in force in line with clause 1.9 and you will continue to be legally responsible for all charges under this contract until it properly comes to an end.

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

5.5 We are entitled to end this contract immediately and arrange for the Supply to your Premises to be disconnected if:

- You do not pay your Bills in full and on time;
- Your payment arrangements or 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);

- You are declared bankrupt, or any formal steps are taken to have you declared bankrupt;
- You have an interim order made under the Insolvency Act 1986;
- You pass a resolution for your business to be wound up or a court who has the power to make such order, makes an order for your business to be wound up or dissolved;
- You have an administration order made or a voluntary arrangement proposed, or another similar arrangement with your creditors;
- 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;
- You threaten to stop paying your debts;
- You do not carry out any of your other responsibilities under this contract;
- You break our arrangements with you under this contract (for example, if we reasonably believe that you have stolen energy or deliberately interfered with an electricity meter or with any part of the associated metering equipment);
- The Electricity Regulator directs another supplier, instead of us, to supply your Premises;
- Your Supply of Electricity must be cut off under any of the Electricity Supply industry arrangements which we have to keep to;
- There is a risk of danger to the public if the supply is continued; or
- You no longer own or occupy the Premises.

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

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

5.8 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.

6 Our legal responsibility

6.1 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.

6.2 If we cannot make sure that you are Supplied with electricity 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.

6.3 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.

6.4 Our liability to you is not excluded by this clause 6, 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 in relation to this contract. Our legal responsibility to you is not limited where we have committed fraud or have caused death or personal injury.

6.5 Clauses 6.1 to 6.7 apply even after this contract has ended.

6.6 Clause 6 overrides any other agreements in your supply contract, but nothing in your supply contract overrides any rights or responsibilities we have under the Electricity Act 1989, our supply licence or regulations that apply to our industry.

6.7 Each of the subclauses 6.1 to 6.7 can be enforced separately. If, for any reason, one or more of these terms are found not to be valid or to be unreasonable, we may still enforce the rest of the clauses. Also, each subclause will continue to apply after your contract has ended.

7 National terms of connection

We are acting on behalf of your Local Electricity Distributor to make an agreement with you. The agreement is that you and your Local Electricity Distributor 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 Local Electricity Distributor delivers electricity to, or accepts electricity from, your home or 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: <http://2010.energynetworks.org/>

8 Objections

8.1 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 points (a) to (g) from the following list apply, you agree to the following:

- We can object to the relevant Local Metering Point Administration service to prevent the new supplier taking over the supply at your premises;
- You must not dispute, challenge or do anything to prevent any objection we raise in line with section 9;

- If we ask you to, you will provide the new supplier, within three working days of us asking, with written confirmation in a format agreed by us that you:
 - 1) Do not want them to proceed with their application to supply your premises and ask them to withdraw all existing registration applications for the Premises and those applications that are currently being processed;
 - 2) Ask them to confirm to us in writing that they will not make any more applications to supply your Premises until we have confirmed to them that you have given us proper notice to end your contract with us; and
 - 3) Agree to take any other necessary action to make sure that we continue to remain registered with the Local Metering Point Administration service as the electricity supplier responsible for supplying your Premises.
 - a) You have an outstanding debt with us, 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;
 - b) Your new supplier has contacted us, and we have agreed that the new supplier's application was made by mistake;
 - c) 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;
 - d) The new supplier's application is to start supplying any of your Premises before you give us proper notice that you want to end your Supply with us and that notice period has ended (see clause 5.1);
 - e) You have told us to object to the new supplier's application;
 - f) You have not kept to your responsibilities under this contract;
 - g) You have entered into a new contract with us after you agreed to transfer to another supplier.

8.2 If we:

- Objected to the new supplier's application to begin supplying your Premises because you owe money to us; and
- Within five days of objecting, receive full payment of all money you owe us under your contract, We will write to you to confirm that we have received the payments, and let you know if your new supplier reapplies to supply the Premises within 10 days of our letter confirming we have received your payment. If they do this, we will not object to them reapplying. If your new supplier has not reapplied within this time, your contract will remain in force in line with clause 1.9, and clause 8.1 will once again apply to any new applications by any new supplier.

9 Other conditions which apply

9.1 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.

9.2 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.

9.3 We may stop, suspend or restrict the supply of electricity to your Premises because of an Act of Parliament or any regulation made under it. While that law is in force you must not use electricity or, if we tell you, you must keep to any limits set on the amount of electricity you can use (we will give you more information if we need you to do this).

9.4 We may also have to suspend or stop supplying your Premises with electricity if, for reasons beyond our control, your Local Electricity Distributor or our suppliers have done something they should not have done or have failed to do something they should have done.

9.5 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.

9.6 If you have a complaint about any of our services, you may contact our customer service centre. You may also refer your complaint to the Ombudsman Services: Energy. Details of our complaint handling procedure can be found at www.edfenergy.com/sme-complaints

If you are a Micro Business you can also contact the Citizens Advice consumer service for free, confidential and impartial advice on consumer issues. You can visit their website www.adviceguide.org.uk or call the Citizens Advice consumer helpline on **08454 04 05 06**.

9.7 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.

9.8 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.

9.9 You agree that you have read and understood our information policy (see section 12 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.

9.10 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 electricity 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 electricity from renewable sources that we acquire in each averaging period; and
- b) So much of that total amount of renewable source electricity 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 electricity Supplied in any relevant averaging period will not exceed the amount of renewable source electricity 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 electricity. 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.

9.11 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 PP11) to the following address. **SME, EDF Energy, FREEPOST RRYZ-BRTT-CBJS, Osprey House, Osprey Road, EXETER EX2 7WN.**

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.

9.12 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 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**.

9.13 This contract is governed by English law.

10 Extra qualifying conditions for Climate Balance

10.1 If you want to take part in the Climate Balance scheme to offset the carbon emissions associated with the electricity you use, you must upgrade to the Climate Balance scheme.

10.2 The Climate Balance charges and tariffs are only available for Premises which:

- a) are used only or mainly for business purposes;
- b) meet the criteria for SME Customers set out in the first paragraph of these conditions; and
- c) are currently receiving gas or electricity (or both) from us under a qualifying business contract (please contact us on the number below to check whether you are on a qualifying business contract).

If you're not sure whether you meet the eligibility conditions, please call us on **0800 096 2255**.

10.3 The exact amount of carbon emissions generated in producing the electricity Supplied to your Premises depends on a number of factors (for example, the type of fuel used to generate the electricity). For the purposes of this Climate Balance scheme, we will work out amounts of carbon dioxide (CO₂) emissions on the principle that 0.540 kilo grams (Kg) of carbon is emitted (released) for every kilowatt hour (kWh) of electricity you use.

For example, if an average-sized business uses an average of 10,740 kWh of electricity each year, generating their electricity will produce a total of 5.8 tonnes of CO₂. We may, from time to time, review and amend how we work out CO₂ emissions. We will write to you to let you know about any amendments we make.

10.4 Initially, under the Climate Balance tariff you will pay 0.41p per kWh (not

including VAT) extra for electricity compared with our equivalent standard tariff (this premium is known as your 'Climate Balance contribution').

10.5 We will put the Climate Balance contributions (as defined above) from all Climate Balance scheme customers into a central fund that we will manage. We will invest any money in this fund into a portfolio of global projects that are aimed at reducing the amount of CO₂ that is released or absorbing CO₂ that has already been released into the atmosphere. These projects will include technology-based projects (such as wind farms and hydro power plants) and projects to replant forests. We will make sure that the investments we make are enough to support projects that will, as a minimum, reduce or absorb a volume of CO₂ that is the same as or more than the total amount of CO₂ emissions associated with the gas and electricity that we supply to all our Climate Balance customers in one year. Every three months, we will review the total amount of energy our Climate Balance customers have used and compare this to our estimated levels of energy use to make sure our levels of investment reflect the actual level of use.

10.6 We have the right to withdraw this Climate Balance scheme at any time if it is no longer practical or appropriate for it to continue. In these circumstances, customers taking part in the scheme will be transferred back on to the standard version of the equivalent Climate Balance tariff. We will use any funds left in the Climate Balance fund to support projects that try to reduce CO₂ or help the environment in some way.

10.7 If you take part in the Climate Balance scheme, you must keep to these conditions and the conditions of our SME Climate Balance supply contract.

11 Information policy

11.1 So we can:

- Set up, monitor and manage your energy account;
- 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. Other network operators may charge for these calls. Lines are open Monday to Friday between 8am and 6pm.

12 Reference of charges which may relate to you

- Amounts specified in your Bill or statement (see clause 4)
- Meter replacements and repairs (see clause 2.5 and 3.5)
- Taxes, levies and/or duties for energy costs (see clause 3.6)
- Charges arising from damage to your Prepayment Meter key/card (see clause 2.7)
- Charges for additional services from your Local Electricity Distributor (see clause 3.3)
- Administration charge (see conditions of supplying electricity)
- Disconnection/reconnection (see clause 4.9)
- Reasonable expenses to collect money (see clause 3.4)
- Charges for fitting a Prepayment Meter and supplying you through a Prepayment Meter (see clause 4.8)

EDF Energy is a trading name used by EDF Energy Customers plc. Our registration number is 02228297 and our registered office is at 40 Grosvenor Place, London, SW1X 7EN. We are registered in England and Wales.

EDF Energy Customers plc is responsible for performing the supply duties under EDF Energy's supply contracts.

