IMPORTANT INFORMATION (KEY TERMS)

We’ve summarised what we believe to be the key terms, but they are all important and you may need a different view of what is most significant to you. That’s why it’s important you read our full terms and conditions.

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

CHARGES

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

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

RENEWAL

We will write to you at least 60 days before the end of your Fixed Term Period with your options. Unless you switch your energy supply away from us or agree a new contract with EDF, you will automatically be transferred onto a variable price tariff at the end of your Fixed Term Period, which may be priced higher than your existing prices but can be ended or renegotiated any time.

ENDING THE CONTRACT

If you wish to end this contract as per its terms, during the Fixed Term Period, you may have to pay an Early Termination Fee, and you will be transferred on to Extended Supply Prices for as long as you are with us. After the Fixed Term Period you do not need to give notice to end this contract and will not be charged an Early Termination Fee. If you do not choose a new fixed price fixed term contract with us, you will be automatically transferred onto a variable price tariff for as long as you are with us but you will be free to leave EDF at any time when you have cleared any outstanding balance with us. The variable price tariff may be priced higher than your existing prices but can be ended or renegotiated any time.

Conditions of supplying energy

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

However, unless we (EDF) have agreed otherwise in writing, these conditions do not apply to:

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

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

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

We may change the credit agencies we use from time to time.

We will be willing to accept the supply contract even if the information you have provided is not complete, correct or clear. If we do not begin your Supply under different conditions from those you expected We will always apply the conditions that we consider to be the most appropriate for your situation.

Words and phrases

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

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


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

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

“Early Termination Fee” is a payment by you where the contract is terminated before the end of your Fixed Term Period and this payment is calculated in accordance with clause 6.4.

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

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

“Extended Supply Prices” means the price that you will pay for your Supply if this contract has been ended for any reason before the end of the Fixed Term Period and you continue to receive a Supply from us, or you don’t meet the terms of this contract. The prices for both electricity and gas are available at www.edefnergy.com/extendedsupplypricesbusinessprices. Please note that these Extended Supply Prices may be higher than your existing prices.

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

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

“Green Deal Plan” means an arrangement made by the occupier or owner of a Premises for a person to make energy efficiency measures or improvements to such Premises that are to be paid for wholly or partly in instalments through their electricity Bill, as further explained in Chapter 1 of the Energy Act 2011.

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

“Local Network Operator” means, for each of the Premises to which this contract applies, a person who is a supplier of energy, a person licensed as an electricity distributor or gas transporter (as applicable) and that owns or operates the distribution network through which energy is delivered to your Premises.

“Local Metering Point Administration Service” means the service that keeps an electronic register of Premises connected to your Local Network Operator’s network and of the suppliers responsible for supplying these Premises.

“Micro Business” means a company which meets one of the following criteria: it is (or the same) Premises.

“Ombudsman Services: Energy” is the United Kingdom’s gas and electricity alternative dispute provider approved by Ofgem to provide redress under the terms of the Consumers, Estate Agents and Redress Act 2007 for residential and Micro Business customers.

“Payment Method” means the payment arrangements and payment type which may be either by Direct Debit, cash or cheque, as you or any other method we determine, that apply to your Supply and form part of your contract.

“Premises” means any part of any land, building or structure that you wish to be supplied under this contract and at which the Supply is used wholly or mainly for business purposes.

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

“Profile Class” is a specific group of customers categorised according to the profile of their expected energy consumption conditions.

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

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

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

“Statement of Renewal Terms” means a statement sent to you at least 60 days before the end of Fixed Term Period, and containing all the key terms that will apply after the end of Fixed Term Period, including your price renewal options.

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

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

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

“Third Party Intermediary (TPI)” means a third party organisation or individual that, either on its own or through arrangements with other organisations or individuals, provides information and/or advice to you about our charges and/or other terms and conditions and whose payment or other consideration for doing so is made or processed by us.

“TPI Costs” means any fees, commission or other consideration including a benefit of any kind, processed by us and paid, due to be paid or made, to the TPI in respect of this contract, that are directly passed on to you.
You agree that, so long as we are registered with the Local Network Operator as the supplier responsible for the Supply to your Premises, energy passing through your meter is supplied to your Premises and any other equipment used in connection with 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 circumstances (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 automatically be transferred onto a variable price tariff at the end of your Fixed Term Period.

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 circumstances (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 automatically be transferred onto a variable price tariff at the end of your Fixed Term Period.

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

2.8 You must only use the most recent Prepayment Meter key or card (unless we tell you otherwise) to put credit on your Prepayment Meter. You may not be updated with the correct pricing information and this may result in you paying a higher price for your 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 any meter we have ceased to require. We may do this if you ask for a new Smart Meter and you agree to have one fitted or, if you decide you do not want one installed, you will inform us that you do not want a Smart 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 energy for the Fixed Term Period and your Payment Method. These form part of your contract and the prices are subject to review from time to time in line with these conditions.

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

3.2.1 You have failed to comply with this contract or any of its terms in any way (and in particular, any of the circumstances at clause 6.6 apply to you); or

3.2.2 Any obligation or payment in connection with processing, distributing, transporting, selling or supplying energy is increased, or any change is made to the methodology used for calculating such costs, or a new obligation can arise. This may include, but is not limited to, an increase or new cost or obligation directly affects the costs of providing the Supply or of otherwise complying with our obligations under this contract.

3.3 At least 60 days before your Fixed Term Period, we will send you a statement of renewal terms to let you know your options. Unless you switch your energy supply away from us or agree a new contract with EDF, you will automatically be transferred onto a variable price tariff at the end of your Fixed Term Period. We may change any of these Terms at any time. If we make a change to the Terms of this contract, we will do so by making a reasonable notice to you of the changes. We will then publish full text of the revision on our website for 14 days, after which time the revision will come into force. One of the reasons to which we may apply to all contracts subject to these Terms, both contracts entered into from that point on as well as those already exist, unless the revision says otherwise. We will continue to supply you and you must have made this revision, in line with the revised Terms.

Where we are entitled to change the conditions of your contract, this includes the right for us to change your product or the way you pay for it after you have taken it. 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 electricity supplier or gas transporter, we may charge you any reasonable costs we have to pay as a result.

If you owe your previous supplier money for the energy they supplied to you at your Premises, or you owe...
4.1 Billing and payments

4.1.1 Your meter does not accurately record the amount of energy you use. If this is the case, you are entitled to report this and the amount specified in each statement or Bill at any time (including after this supply contract has ended).

4.2 If your meter does not accurately record the amount of energy you use. If this is the case, you are entitled to report this and the amount specified in each statement or Bill at any time (including after this supply contract has ended).

4.3 If you have come to us through a TPI, we will have notified you of any TPI Costs as part of your contract pack.

4.4 If you do not have a smart meter you agree to have one fitted. You can arrange to have a smart meter installed by visiting edfenergy.com/getsmarth or by calling us on 0333 200 5104.

5 Security Deposit

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

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.

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

6 Your rights to end this contract and our rights to stop your Supply

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

6.1.1 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.

6.1.2 If you have ended this contract after the end of the Fixed Term Period, we will continue to Supply you until the end of the Term Period.

6.2 We have the right to stop your Supply if you consider to be most appropriate. For example, we may decide to apply the payment to whichever debt we consider has been outstanding for the longest period. In accordance with our obligations under Standard Licence Condition 38 and a Greens Agreement, if such outstanding changes include Green Deals then we will apply your payment in the relevant proportion due to the amount of Green Deals charges and charges for the Supply of electricity in each case.

6.3 If you do not pay the amounts specified in your statement or Bill at any time, or in line with your agreed Payment Method, we have the right to apply that payment to whichever debt we consider has been outstanding for the longest period. In accordance with our obligations under Standard Licence Condition 38 and a Greens Agreement, if such outstanding changes include Green Deals then we will apply your payment in the relevant proportion due to the amount of Green Deals charges and charges for the Supply of electricity in each case.

6.4.2 If you have a Micro Business you are entitled to a lower rate of interest.

6.5.1 If you do not give us proper notice under clause 6.1.1 or 6.1.2, you will be responsible for paying any charges which are paid by any new owner or occupier.

6.6.1 unless clause 6.1.3 applies, if you give us notice to end your supply contract, or an outstanding balance.

6.7.1 You agree to pay in whichever way we have agreed with you, the amounts specified in your statement or Bill in full (even if it is based on an estimate of your consumption) by the Due Date. If you do not pay in line with your Payment Method or payment frequency which you have agreed to at the time of entering into this contract, your contract may end or change. This could result in a change to your Payment method, payment frequency or charges or all. If your Payment Method changes, the price we charge you may change to reflect this. And if you have an electricity meter or associated equipment because the Payment Method has changed, we may charge you to cover these costs.

6.8.1 If you are having difficulties paying, we will pay your Payment Method 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 if at any time you owe us an outstanding amount. If 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 that we would like to credit it against. Where you owe us a debt you would like your payment to be credited against, we have the right to apply that payment to whichever debt we consider has been outstanding for the longest period. In accordance with our obligations under Standard Licence Condition 38 and a Greens Agreement, if such outstanding changes include Green Deals then we will apply your payment in the relevant proportion due to the amount of Green Deals charges and charges for the Supply of electricity in each case.

6.9.1 If you do not pay the amounts specified in your statement or Bill at any time, or in line with your agreed Payment Method, we have the right to apply that payment to whichever debt we consider has been outstanding for the longest period. In accordance with our obligations under Standard Licence Condition 38 and a Greens Agreement, if such outstanding changes include Green Deals then we will apply your payment in the relevant proportion due to the amount of Green Deals charges and charges for the Supply of electricity in each case.

6.10.1 If you are not meeting your payment obligations. If you have not paid the amounts specified in your statement or Bill on time, or in line with your agreed Payment Method, we have the right to apply that payment to whichever debt we consider has been outstanding for the longest period. In accordance with our obligations under Standard Licence Condition 38 and a Greens Agreement, if such outstanding changes include Green Deals then we will apply your payment in the relevant proportion due to the amount of Green Deals charges and charges for the Supply of electricity in each case.

6.11.1 If you do not pay the amounts specified in your statement or Bill on time, or in line with your agreed Payment Method, we have the right to apply that payment to whichever debt we consider has been outstanding for the longest period. In accordance with our obligations under Standard Licence Condition 38 and a Greens Agreement, if such outstanding changes include Green Deals then we will apply your payment in the relevant proportion due to the amount of Green Deals charges and charges for the Supply of electricity in each case.

6.12.1 If you are not meeting your payment obligations. If you have not paid the amounts specified in your statement or Bill on time, or in line with your agreed Payment Method, we have the right to apply that payment to whichever debt we consider has been outstanding for the longest period. In accordance with our obligations under Standard Licence Condition 38 and a Greens Agreement, if such outstanding changes include Green Deals then we will apply your payment in the relevant proportion due to the amount of Green Deals charges and charges for the Supply of electricity in each case.

6.13.1 If you are a Micro Business you are entitled to a lower rate of interest.

7 Notice to Leave

7.1.1 If you are a Micro Business you are entitled to a lower rate of interest.

7.2.1 If you have ended this contract before the end of the Fixed Term Period, we will continue to supply you on the terms of this contract or our Extended Supply Prices, until the switch to your new supplier is made or you enter into a new contract with us. Where you are being supplied under our Extended Supply Prices, we will not raise an objection in accordance with clause 9.

7.3.1 If you do not give us proper notice under clause 6.1.1 or 6.1.2, you will be responsible for paying any charges which are paid by any new owner or occupier.

8 Notice to Leave

8.1.1 If you do not give proper notice under clause 6.1.1 or 6.1.2, you will be responsible for paying any charges which are paid by any new owner or occupier.

9 Notice to Leave

9.1.1 If you do not give proper notice under clause 6.1.1 or 6.1.2, you will be responsible for paying any charges which are paid by any new owner or occupier.
or 612, this contract will remain in force in line with clause 19 and you will continue to be legally responsible for all charges under this contract until it properly comes to an end.

6.4 Conditions described under clause 6.4 are applicable during the Fixed Term Period of this contract.

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

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

(a) The Energy Component; plus
(b) The Fixed Cost Component

6.3 For the purposes of Clause 6.2:

(a) The “Energy Component” is an amount (in £) determined by us as follows:

OMR – TMR * USV

Where:

OMR - Original Market Rate
TMR - Termination Market Rate
USV - Unsupplied Contract Days

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

URC * UCD * CP

Where:

URC - Unit Rate Charge
UCD - Unsupplied Contract Days
CP - Contract Percentage

6.4.6 Provided that where the sum of the above calculation is zero, or 6.1.2, this contract will continue in full force and effect.

6.4.5 Where:

Conditions described under clause 6.4 are applicable

6.4.2 For the purposes of Clause 6.4.2 your agreement that the Early Termination Fee represents

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

6.6.2 Place you onto our Extended Supply Prices, in which case this contract will continue in full force and effect if:

a) You do not pay your Bills in full and on time (or pay any Security Deposit that you have been asked to pay for);

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. In certain circumstances, we also may ask you to pay a Security Deposit (see clause 5 for more details).

c) You are declared bankrupt, or any formal steps are taken to have you wound up or dissolved.

d) You have an interim order made against you under the Insolvency Act 1986.

e) You pass a resolution for your business to be wound up or a court that has the power to do so 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 one of the following conditions is met: (i) the insolvency officer 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 and any charges incurred after entering into administration or voluntary arrangement are not paid within a period of twenty-eight (28) days from the date such charges were incurred.

We may give written notice to the insolvent 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.

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 6.6.1 shall apply.

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: we believe that you have stolen energy or deliberately interfered with a meter or with any part of the associated metering equipment).

The Energy Regulator directs another supplier, instead of us, to Supply your Premises;

Your Supply must be cut off under any of the energy supply industry arrangements which we have to comply with;

There is a risk of danger to the public if the Supply is continued;

You no longer own or occupy the Premises.

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

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

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

6.10 This clause 7 as a whole applies even after this contract has ended and applies to any other agreements in this contract. But nothing in this contract overrides any rights or responsibilities that we have under the Gas Act 1986, the Electricity Act 1989, our supply licences, or regulations that apply to our industry.

6.11 We are not obliged to provide you with more gas than your transporter has registered as being used at your Premises. Please inform us if additional gas is required, although we may not be able to Supply you on your contracted prices or otherwise.

6.12 Each of the subclauses 7.1 to 7.6 can be enforced separately. For any reason, any part of these terms are found not to be valid or to be unreasonable, we may still enforce the rest of the clauses.

8 National terms of connection - Electricity Customers

We are acting on behalf of your Local Network Operator to make an agreement with you. The agreement is that you and your Local Network Operator both accept the National Terms of Connection (NTC) and agree to keep to the conditions of the NTC. This will happen from the moment 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 Network Operator delivers electricity to, or accepts electricity from, your home. If you want a copy of the NTC or have any questions about it, please write to: Energy Networks Association, 4 More London Riverside, London, SE1 2AU. You can also call us on 0800 300 500 or visit: http://www.connectionterms.org.uk/

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 circumstances in clause

9.2 Apply you agree that we can object to the relevant Local Marketing Point Administration Service to prevent the new supplier taking over the Supply to your Premises. 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 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.

9.2.4 The new supplier’s application is to start supplying any of your Premises before you have provided us with the proper notice that you want to end your Supply with us and that notice period has ended (see clause 6);

9.2.5 You have told us to object to the new supplier’s application;

9.2.6 You have not kept to your responsibilities under this contract;

9.2.7 You have entered into a new contract with us after you agreed to transfer to another supplier.

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 to 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 19 and clause 91 and will not apply to any new applications by new suppliers.
10 Other conditions which apply

10.1 We may assign or transfer all or any of our rights (including the right to demand that you pay charges you owe us and take you to court if you refuse to pay them) and legal responsibilities 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 you must not use energy or, if we tell you, you must keep to any limits set on the amount of energy you can use. This will give you more information if we need you to do this.

10.4 We may also have to suspend or stop supplying your Premises with energy if:

10.4.1 For reasons beyond our control, your Local Network Operator or your suppliers have done something they should not have done or have failed to do something they should have done; or

10.4.2 Your Local Network Operator asks us to stop supplying your Premises.

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

10.6 We may sometimes monitor and record calls that you or we make. We will use this information 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 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 section 11 below) and you agree:

11 Information policy

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

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

11.2 You agree that we may share your information with other organisations with the purposes set out in clause 11.1 above and for the purposes of developing our processes and improving the products and services we can offer our customers. This may include us sharing your information with a joint energy account holder, or with the bank account holder of any Direct Debit 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 Local Network Operator to help us find out the details of any outstanding debt you owe them. If we need to change appointed agents (such as meter readers) we need to give the new agent 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 they 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 and activities we offer you and our 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 specific details of your identity and we are happy with this proof. We may:
  - Check your business records, and that of your business partners, at credit reference agencies (‘CRAs’) and fraud prevention agencies (‘FPAs’);
  - Make checks for credit and identity verification, and may also make personal searches at CRAs and FPAs;
  - Record any outstanding balances that are not paid in full and on time with CRAs;
  - Send information to CRAs, or pass your information to FPAs if we suspect or identify fraud. This information recorded by FPAs may be accessed and used by other organisations in other countries; and/or
  - Use your data for other purposes for which you give your specific permission. Further details of the ways in which we process your personal data can be found at https://www.edfenergy.com/sites/default/files/third-party-data-sharing.pdf

11.4 By entering into this 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 us, 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 us on 0333 200 5100.

11.5 We respect your privacy and are committed to providing you with a clear understanding of how we use your data. To find out about the ways in which we protect and use your data, please visit our Privacy Notice and Policy at edfenergy.com/privacy. If you would like a hard copy of this policy you can contact us on 0333 200 5100 and we will post a copy to you. For Green Deal Customers We are committed to respecting your privacy and these clauses explain how we will use your data in order to process your personal data in connection with the Green Deal if you are supplied at a Green Deal Premises.

11.6 You agree to promptly give 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 with other people or organisations for the purposes of administering your Green Deal Plan and disputes. The Green Deal Plan is imposed on us by the Secretary of State, Ofgem or any other legal or regulatory authority.

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

12 Feed in Tariffs

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

- Our own electricity customers
- An electricity supply customer of a Licensed Electricity supplier who is not a mandatory FITt licensee
- A generator with an eligible installation on a site not connected to the public grid to which 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 0333 009 7009.

13 Making a complaint

Details of our complaint handling procedure can be obtained at edfenergy.com/sme-complaints or call us on 0333 200 5103 (Monday to Friday) to request a free copy by post. If you are a Micro from 1 December 2022 we will only be working with TPs who are registered with the Energy Ombudsmans Energy Brokers Alternative Dispute Resolution scheme.

14 Direct Debts rules

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

Budget Direct Debt

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

Reviewing your Direct Debt payments

How we calculate your Direct Debt

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 bills, your meter readings and other information about your property. When it’s time for your Direct Debt review, we also take into account any balance on your account. We then divide this annual cost into 12 monthly payments, which 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 Debt reviews work

We review your Direct Debt every 12 months. We might carry out a more frequent review 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 Debt at the time we make any obligations off payments to us but these oneoff payments will be taken into account at each review.

Why your Direct Debt amount might change

After we’ve completed the annual review, if your Direct Debt needs to increase or reduce to cover your estimated annual energy cost, we’ll let you know and make the necessary
changes. To avoid your agreed payments changing too often, we'll only alter them between annual Direct Debit reviews if we think your payments need to change by more than 10% to cover your total energy costs for the year. Latest details can be found at edfenergy.com/directdebit

How any debit or credit is balanced out

Once we’ve completed your review, if we have an up-to-date meter reading for you and we find your account is in credit, we’ll refund you. If your account is in debit, 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’ll receive a statement each year (known as your annual summary), showing how much energy you’ve used over the year – and how much you’ve paid.
• You can give us meter readings online or through our ‘no queue’ telephone service any time you like. Just call 0333 200 5108. You’ll also be able to pay the revised amount of the Bill straightaway.

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

Pay as you go is a quick and easy way to pay for your energy and the smart way to budget and keep track of your energy and is exclusive to customers with a Smart Meter. Pay on the app, online, in-store or over the phone. If you choose pay as you go as your Payment Method, this will operate in accordance with our ‘Pay As You Go Explained’ leaflet, which is available at https://www.edfenergy.com/smepaygpolicy or to request a copy contact us on 0333 009 7000. Pay as you go contains additional functionality including auto top up and low balance alert. For more information on how these functions work please visit https://www.edfenergy.com/smepaygpolicy