

Welcome



Deemed electricity and gas prices - notes

You will find your prices in your welcome letter. You can also find these on our website at my.edfenergy.com/gas-electricity/tariff-information-labels or by calling us on 0333 210 7070.

Payment methods

Pay As You Go: Pay As You Go is a quick and easy way to pay for your energy and means paying in advance through a smart meter. You can pay online via My Account, in-store with a top up card or over the phone.

Direct Debit: This is one of the cheapest ways to pay for your energy because your unit rate is lower in comparison to other payment methods. If, for any reason, you stop paying by Direct Debit you'll automatically move to Cash/Cheque prices, which are higher.

Cash/Cheque: You pay a higher unit rate for Cash/Cheque than for Direct Debit. If you pay by Debit or Credit card, you are charged Cash/Cheque prices.

Prepayment: Means paying in advance through a Prepayment meter using a prepayment key/card.

A full list of payment methods can be found on the back of your bill.

- Some of these prices have been rounded. In some instances, more decimals may be shown on your bill. Prices are shown 'with VAT'. We will charge VAT at the rate which applies for residential energy supplies. This is currently 5%.
- The charges in this leaflet are only available for supplying electricity and gas to continuously occupied premises used only or mainly for domestic purposes.
- If you are responsible for making payments under a Green Deal Plan, we will collect those payments from you using the same payment method as you use to pay for your energy.

Important information (Principal Terms)

We've tried to summarise what we believe to be the key terms, but they're all important and you may have a different view of what is most significant to you. That's why it's important you read our full terms and conditions and let us know if you have any questions. To view your full terms please go to edfenergy.com/tariff-info

Charges

Your prices are included in your welcome letter. You can also find these on our website at my.edfenergy.com/gas-electricity/tariff-information-labels or by calling us on 0333 210 7070. You are ultimately responsible for payments for any charges incurred in accordance with these terms.

Closure

These charges are variable and can be changed at any time in accordance with Clause 3 of your deemed supply terms.

Direct Debit

If you want to pay for your energy by Direct Debit, we have to agree the fixed amount you need to pay at first to cover your yearly energy costs. We then review this amount twice a year, we might also carry out more frequent reviews to help keep your energy costs on track.

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

Whenever we review your Direct Debit, we'll estimate the cost of the energy you will use (your 'estimated annual energy cost') up to the date of the next annual Direct Debit review date. This will be based on your past energy use, current prices, and any debt or credit on your account.

At your annual Direct Debit review, if we have an up to date meter reading and your account is in credit by more than £150, you will automatically receive a refund. Any credit lower than this amount or any debit will be used in the calculation for your next 12 month's Direct Debit payments.

PAY AS YOU GO RULES

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 online, in-store or over the phone.

Supply Contract

Because you have not signed an express contract with us you are currently supplied on one of our deemed contracts. Your deemed contract will end if you subsequently enter into an express energy-supply agreement with us, on the date a new supplier starts to supply you or on the date you no longer own, rent or use the supply (provided we have received at least two working days' notice from you of this). Further details on this are included in Clause 4 of your deemed contract terms.

Terms

Whilst we have tried to summarise above the terms that we believe might reasonably be of most significant impact, all the terms within our deemed terms and conditions are important and we appreciate that different customers may have different views as to what is of most significance to them. For this reason it is important that you have access to our full deemed terms and conditions. To ensure this is the case, and for the purposes of full transparency, your full deemed terms and conditions and our charges are made available to you at all times via <https://www.edfenergy.com/sites/default/files/r505.pdf> or by contacting us on 0333 210 7070. Please make sure you read these terms and if you have any questions regarding them please let us know so we can clarify these accordingly.

Deemed Contract Scheme

Scheme for setting out the terms and conditions that will apply to the deemed contracts made under Schedule 6 to the Electricity Act 1989 and Schedule 2B of the Gas Act 1986

When the scheme begins

This scheme originally came into force on 1 October 2001 and applies to electricity or gas (or both) we supply under a deemed contract to domestic customers, Micro Business and SME customers.

The scheme

We have made this scheme in line with Schedule 6 of the Electricity Act 1989 (the 'Electricity Code') and Schedule 2B of the Gas Act 1986 (the 'Gas Code'). These codes allow us to make changes (known as 'revisions') to this scheme from time to time. If we do make a revision, we will first send the full text of the revision to our industry regulator, after which time the revision will come into force. Once the revision comes into force, it will apply to all deemed contracts we create from that point on. It will also apply to any deemed contracts that already exist, unless the revision says otherwise. If we need to provide evidence of this scheme, any revisions to it, or our prices (or any changes to it) in any courts of justice or any legal proceedings, we will produce a copy of any document we have sent to our industry regulator as conclusive evidence.

Definitions

The following words and phrases used in this contract have the following meanings.

- **'The Citizens Advice consumer service'** - provides free, confidential and impartial advice on consumer issues, by phone and online, to individual consumers and small businesses.
- **'deemed contract'** means a contract to supply gas or electricity (or both), under these terms. These terms only apply if you are a domestic customer, micro business, or a small or medium enterprise (SME) customer, and using our electricity or gas services (or both) at your premises, without entering into a formal agreement with us for those services.
- **'gas transporter'** - the company licensed to deliver gas through pipes to your premises.
- **'Green Deal charges'** - means the charges that we must collect from you as part of the Government scheme for the collection of charges for energy efficiency measures through energy bills and 'Green Deal premises' means premises at which Green Deal charges are owed for the installation of energy efficiency measures.
- **'industry regulator'** - the Office of Gas and Electricity Markets set up by Parliament to protect the interests of consumers.
- **'local electricity distributor'** - the company which owns or operates the distribution network used to deliver electricity 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.
- **'Ofgem'** is 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.
- **'Energy Ombudsman'** is an independent body approved by Ofgem to investigate complaints. Visit: ombudsman-services.org/energy or call 0330 440 1624.
- **'payment method'** - payment by either Direct Debit, cash or cheque, Pay As You Go or any other method we determine.
- **'premises'** - the premises (including any part of any land or building or structure) we supply electricity or gas (or both) to under this contract.
- **'smart meter'** - the meter and equipment we can use to measure how much gas or electricity (or both) you are using, without having to visit your home. A smart meter means you can also see how much gas or electricity you are using.
- **'SME customer'** (small or medium enterprise customer) - any customer who takes a supply of electricity or gas (or both) from us in connection with a business (including any business involving letting, managing agent or accommodation services) and which we bill through our customer information system (CIS) or our SAP system. (If you are not sure whether you are billed through CIS or SAP, please phone our helpline on 0333 200 5103)
- **'supply' and 'supplied'** - the energy services provided under this contract (but not otherwise). This may also include services provided in connection with the supply of electricity or gas to the premises.
- **'we', 'us', 'our'** - the licensed energy supplier for the services provided to you under this contract (that is, EDF Energy is a trading name used by EDF Energy Customers Ltd, Reg. No. 02228297 whose Registered Office is at 90 Whitfield Street, London, W1T 4EZ, incorporated in England and Wales, operating under the trading name of EDF Energy and using the supply IDs LOND, SEEB and SWEB).

Full terms and conditions for supplying electricity or gas (or both)

These terms apply to you if you are a domestic customer, micro business, or a small or medium enterprise (SME) customer, and you are using our electricity or gas services (or both) at your

premises but have not entered into a formal agreement with us for those services.

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

If we supply gas to your premises we may need to enforce other terms if your premises are not directly connected to the gas pipeline network operated by National Grid Gas.

Note: In these terms and conditions, when we refer to **'energy'** we mean gas or electricity (or both) we provide to domestic, Micro Business or SME customers. When we refer to **'services'**, we mean gas, electricity, energy-related services and any other services we provide to domestic, Micro Business or SME customers.

1 Your and our responsibilities

- 1a This contract sets out our standard terms and conditions for supplying services under our deemed contract scheme. These terms and conditions apply to you only if you have not entered into a current energy-supply agreement with us (which can be enforced by law), but we are providing you with services.
- 1b EDF is the trading name we use for providing the services. In line with these terms, we agree to supply services at the premises for the length of this contract.
- 1c You agree that you own or use the premises (or will on the date that the services start) and that the premises are currently connected to a mains gas network or your local electricity distributor's distribution network, or both (as appropriate).
- 1d You agree to pay any part of our charges for services that are not currently part of a genuine dispute.
- 1e You agree that, for as long as we are the supplier registered to your meter point administration number or meter point reference number (as applicable) as the supplier responsible for supplying energy to your premises, all energy that passes through your meter (or meters) or is supplied to the premises (or both) will be treated as having been supplied under our deemed contract scheme, even if you have a contract with any other person for supplying energy to your premises
- 1f You understand if you have a smart meter you will lose the functionality currently available to you by switching to EDF.

2 Access to premises and meters

- 2a You confirm that you are legally able to, and have permission to, allow us (or someone appointed by us) into the premises and have full access to your meter (or meters), including agreeing to us gaining remote access to your metering equipment, whenever we need to in line with these terms.
- 2b You agree that you are responsible for all pipes, equipment, wires and cables, and all other fittings used in connection with supplying energy on your side of the energy meter (your side of the meter starts at the point energy leaves your meter after the meter has measured it), and that you will make sure that they are kept in good working order and in safe condition at all times. Any energy losses that happen on your side of the meter are your responsibility.
- 2c You agree to give your gas transporter, your local electricity distributor or us (or our employees, agents or subcontractors) safe, full and free access to your premises, and all equipment, wires and cables, and all other fittings used in connection with supplying energy to your premises. If there are any obstructions that prevent us from gaining access to your premises, and all equipment, wires and cables, and all other fittings used in connection with supplying energy to your premises, you are responsible (at your own cost) for removing the obstruction:
 - 2c1 whenever there is a possibility of danger or damage to any thing or property, or at any time we use our powers under an Act of Parliament (or any regulation or similar law made under it) relating to how we deliver or supply energy; and
 - 2c2 at all reasonable times for the purposes of installing, maintaining, inspecting, testing or replacing any lines, pipes, wires, cables or any other equipment used in connection with delivering or measuring energy.
- 2d You confirm that the premises have, and that you are authorised to use, metering equipment installed which is capable of providing the information we need to work out your charges in connection with the relevant tariff. The metering equipment must meet relevant industry standards for safety, accuracy and reliability. If you are not sure whether the metering equipment installed at the premises meets these standards, you should contact us. If the premises do not have satisfactory metering equipment installed, we may increase your charges (see clause 3) or ask you to replace your meter, which may involve an extra charge.
- 2e You must make sure that all metering equipment (whether it belongs to us or another person) on or at the premises is not damaged or stolen or lost. You must pay us any costs we may reasonably have to pay (either directly or indirectly) for replacing or repairing the metering equipment (including any call-out charges), unless the damage is caused by fair wear and tear or as a result of something we have done or failed to do.
- 2f We will not be responsible for any fault relating to any meter or other fitting that we do not own or that has been

provided on our behalf, or for any consequences resulting from that fault.

- 2g If you take a supply of energy through a prepayment meter, and you use an electronic or token meter, it is your responsibility to make sure you buy enough credit units. You must also keep and look after the plastic card, key or other charging device, keeping it clean, safe and free from damage, otherwise we may charge you for providing a replacement card or key. If you fail to do this, we may charge you any costs we may reasonably have to pay (either directly or indirectly) as a result. You must only use the most recent key or card (unless otherwise instructed by us) to charge 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 energy supply, or for your energy supply prices changing.
 - 2h If this contract (in relation to any service) ends, we can:
 - 2h1 recover any energy meter we own or have leased; and
 - 2h2 authorise any of our officers, employees, agents, contractors (or any other person we authorise) to enter your premises to remove all relevant meters.We will not use this right if another supplier agrees, before the date this contract ends, to buy or otherwise take possession of that meter on terms that make sure we receive appropriate compensation for the meter's value.
- 2i There may be times when we want to install, or appoint another person to install, any energy meter and any associated metering equipment at your premises so that we can improve the service we provide to you. If this is the case, you agree to allow us to do this, and to let us (or anyone we appoint) into the premises to install the meter and any associated metering equipment. We will try to give you reasonable notice before we visit your premises.
 - 2j From time to time the information from your smart meter may not correctly reflect the energy you have used. In such circumstances, we reserve the right to apply the correct charges which will be applied to your smart meter or reflected in a separate bill.
- 3 **Prices and changes to terms**
 - 3a Your prices were included in your welcome letter. You can also find these on our website at my.edfenergy.com/gas-electricity/tariff-information-labels or by calling us on 0333 210 7070. These prices form a part of these terms and conditions.
 - 3b To work out the charges for energy we supply to you, we will apply the tariff we consider most appropriate to your type of meter.
 - 3c We may change any of these terms at any time. If we make a change to the terms of this contract, we will do so by making a revision. We will continue to supply you after we have made this revision, in line with the revised terms.
 - 3d We may also make changes to the prices we charge you (and/or any pricing arrangements which may affect how much you are charged or how you pay for energy) at any time. Unless you have a prepayment meter, any change will apply to energy we supply to you from the date we make that change. If you have a prepayment meter, your new charges may not apply until the next time you charge credit onto your meter or, if you have a token prepayment meter, until your meter has been reconfigured with the new prices. It is your responsibility to arrange an appointment to make sure your prepayment meter is correctly configured. Changes we make are not classed as revisions, but any changes to the prices we charge you will be shown in the next bill we send to you after making the changes.
 - 3e There may be times when we need to change these terms other than in the circumstances described in clause 3c above. We would need to do so if we have to act in line with any relevant matter that changes our business costs in a way that is beyond our reasonable control. For example, this could be a relevant change in the law, government instruction or regulation, or to any tax or duty that affects our businesses.
 - 3f We will publish any change we make to our prices for any of the reasons given in clause 3d above.
 - 3g If you take any service other than the service we or your gas transporter or local electricity distributor provides as standard, or if you cause us or them to have to pay costs beyond those they would normally be charged to carry out our responsibilities to you, we have the right to charge you any reasonable costs we have to pay as a result.
 - 3h If the method of payment you use changes (for any reason), the price we charge you and/or the payment frequency, may change to reflect this. Also, if we need to change any energy meter or associated equipment because the method of payment you use has changed, we may make a charge to you to cover these costs.
 - 3i Any taxes, duty or levies on energy (including VAT) will apply to all our charges to the extent that they are applicable, or be charged on the work done to process, distribute, transport, sell or supply energy, whether we pay these taxes and other charges direct or refund someone else who is responsible for making the payments.
 - 3j You agree to pay for other charges which apply under this contract and under any extra conditions we have agreed with you from time to time which we include on your energy bill. You also agree to pay for other charges which

arise in connection with Green Deal premises (such as Green Deal charges) and which we are obliged to collect from you.

4 When this contract starts, your rights to end this contract and our rights to stop your supply

4a This contract comes into force either:

4a1 on the date we began to supply you (for any reason); or

4a2 on the date you began to take a supply from us.

4b This contract will end in the following circumstances.

4b1 If you enter into a formal energy-supply agreement with us or with another energy supplier (a 'new supplier'), the contract will end:

a on the date the new supplier starts to supply that energy to you, as long as they are registered with the local metering point administration service as the supplier responsible for supplying energy to your premises; or

b on the date you and we agree that your formal supply agreement is considered to have started, as long as you enter into a formal energy-supply agreement with us.

4b2 If you no longer own or occupy the premises, the contract will end:

a on the date you stop owning or occupying the premises, as long as you have given us at least two working days' notice of this, in writing (in your notice, you should specify the date you will no longer own, rent or use the premises); or

b two working days after we receive your notice, in writing, that you have stopped owning, renting or using the premises; or

c on the date we next read the meter at the premises or on the date a new supplier begins to supply the premises, if you do not give us notice that you have stopped, or will soon stop, owning or occupying the premises.

4b3 In addition, and for the avoidance of doubt, where you, as an individual, are the owner of the premises and we have evidence to reasonably conclude that you continue to be present, or operating from the premises, then you shall be treated as remaining in occupation of the premises, irrespective of whether other individuals, businesses or companies are also in occupation during the same period. In accordance with Schedule 6 of the Electricity Act 1989 and Schedule [2B] of the Gas Act 1986, all occupiers shall at all times be fully liable for all charges associated with the supply of energy to the premises on a joint and several basis.

4b4 If this contract ends validly under any other term of this contract, or if you break a term of this contract and we disconnect the supply to your premises or end this contract.

4b5 If the industry regulator makes a 'Supplier of Last Resort' direction (when the regulator appoints another supplier to take over responsibility for our customers) or any other valid direction for your premises, and this direction appoints a supplier other than us to provide the services. You will still be legally responsible for paying our charges for providing the services – even if you no longer own, rent or use the premises – until this contract ends under this clause (4b). If we are providing you with more than one service, ending one service will not automatically end the contract for the other service (or services).

4c When this contract ends under clause 4b above, we will prepare a final bill or statement for you. We may need to get a final energy meter reading before we can do this otherwise we may need to bill you based on an estimated reading.

4d Unless this contract ends under clause 4b, this contract will continue to apply and you will still be legally responsible for paying all charges made under it until the contract ends, including any charges relating to power used by somebody else if you have failed to notify us that you no longer own or occupy the premises.

4e By taking a supply of energy under this contract, you are authorising us to suspend or stop the supply of energy to your premises in the following circumstances:

4e1 You do not pay any security deposit when we ask you to, or all or any part of our charges (that are not part of a genuine dispute) when they become due whether under these terms or otherwise.

4e2 You do not carry out any of your other responsibilities under this contract.

4e3 You break any of the terms of this contract in a serious way or more than once (for example, if we reasonably believe that you have stolen energy or deliberately interfered with an energy meter or with any part of the energy metering equipment).

4e4 We need to cut off your supply of energy in line with any of the energy industry arrangements we work to.

4e5 There is a risk of danger to you or other members of the public if we continue the supply.

4e6 You are declared bankrupt, an organisation or individual takes formal steps to have you declared bankrupt, or an organisation or individual begins or threatens any other form of insolvency proceedings against you. If, for any reason, we continue to supply you in these circumstances, we may need to fit a prepayment meter at your premises. You will pay the costs of this, which we may collect through the prepayment meter. This action will not affect any other rights we may have.

4e7 There are circumstances beyond our reasonable control which mean we are not able to perform our duties under this contract. These circumstances include anything any

other energy supplier, distributor, shipper, or transporter has done or failed to do.

4e8 We are no longer involved in any of the industry agreements we work to, or the relevant industry agents used to collect and process meter information or to provide and maintain your meter are no longer appointed for each supply point at your premises.

4f Both you and we can end this contract immediately if we are no longer licensed to supply energy at your premises.

4g If this contract ends, or if we become entitled to suspend or stop the supply of energy to your premises under this clause (4), we will be entitled to take action (or appoint someone else to take action on our behalf) to prevent energy from being supplied to your premises under the contract or to disconnect your premises (or both). You agree to let us into your premises at all reasonable times to do this.

4h Ending your contract will not affect any rights and responsibilities you had before the contract ended, or any rights and responsibilities due to come into force under that contract or to continue after the date it ended.

4i If you are responsible for paying Green Deal charges, your responsibility will continue after this contract has ended and your new supplier will collect your Green Deal charges when they take over supply to your premises.

5 Billing and payment

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6 Making a complaint

6.1 It's really important that you're happy with the service we provide. If something's gone wrong, we want you to let us know, so we can fix the problem.

Let our Customer Services team know what's happened. If they can't fix the problem straight away, they'll let you know how long it'll take and provide updates along the way. You can reach them on 0333 200 5100. (Monday to Friday from 8am-6pm) email customer_correspondence@EDFenergy.com or write to Freepost EDF CUSTOMER CORRESPONDENCE

If you're not happy with how your complaint is progressing, let your complaint handler know. They'll arrange for your complaint to be reassessed and let you know the outcome. You can see our full complaints procedure on our website.

6.2 If your complaint is unresolved after eight weeks or you've received a 'deadlock' letter, you can call the Energy Ombudsman on 0330 440 1624 (Monday to Friday 9am-5pm), email them at enquiry@ombudsman-services.org or by visiting ombudsman-services.org/sectors/energy. Their services are free and independent and any decision they make is binding on us – not you.

6.3 You can get help with energy problems. This includes issues with your bills, meters, or if you're struggling to pay for your energy use.

If you live in England or Wales, go to citizensadvice.org.uk/ or contact the Citizens Advice consumer service on 0808 223 1133. Calls are free.

If you live in Scotland, go to energyadvice.scot or contact Advice Direct Scotland on 0808 196 8660. Calls are free. Citizens Advice and Advice Direct Scotland are the official sources of free and independent energy advice and support.

7 Security

7a We may, at any time (except in certain circumstances if you are supplied through a prepayment meter or if it is otherwise not reasonable), ask you for a reasonable deposit (or other form of security) towards the charges in connection with any services we provide to you. If we do this, we will agree with you any special terms we need to enforce relating to the deposit. If we cannot agree these special terms with you, or if you do not provide the security deposit, we may stop supplying the services after giving you reasonable notice. If we do this, clause 4g will apply.

7b The deposit we ask for will not be more than the amounts the conditions of our energy licences allow. Unless it is reasonable for us to keep a deposit for a longer period, we will repay it to you after a year, with interest at a rate set by the energy regulator. We will make this repayment:

7b1 within 14 days if, during the previous full year, you have paid all our bills or statements within 28 days of the date of each bill or statement; or

7b2 within a month if the arrangements to supply you with energy under this contract have ended and you have paid all our charges.

7c When we repay a deposit, we may take from it any money you owe us.

7d If we ask you to pay a deposit and you do not agree to this, or you do not agree with the amount we have asked for, or 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 Energy Ombudsman which is an independent body approved by Ofgem, the UK gas and electricity regulator, to investigate complaints. Details of our complaint handling procedure can be found at edfenergy.com/sme-complaints

If you are a Micro Business you can also contact Citizens Advice consumer service (a free, confidential and impartial advice service for consumers) for clear, practical and unbiased advice on all kinds of questions relating to Micro Businesses. You can visit their website adviceguide.org.uk or call them on 0808 223 1133.

8 Limits of our liability

8a We are only liable (legally responsible) to you as set out in these terms and conditions. We have no other duty or liability to you, and all responsibilities, guarantees and any other conditions implied by law or otherwise will not apply, as far as this is allowed by law.

8b We will not be liable to you for any event or circumstance beyond our reasonable control, including anything any other energy supplier, distributor, transporter or shipper does or fails to do.

8c We are not liable to you in any way for any indirect or direct loss of income, business or profits, or for any other loss or damage that could not reasonably have been expected at the time we entered into this contract, other than that caused by us acting fraudulently. Also, we will not be liable to you for any loss you suffer as a result of your liability to any other person (however this is caused). As a result, we recommend that you consider insuring yourself against all these types of losses.

8d As far as our liability to you is not otherwise excluded by this clause (7), and except as set out in 7e below, we will only be liable to you for up to a maximum of £10,000 for all incidents that lead to damage we are liable for or which involves us breaking a term of your contract (or both).

- 8e Nothing in these terms excludes liability for death or personal injury caused by our negligence or our liability to you resulting from us failing to carry out our legal duty under Section 12(1) of the Consumer Protection Act 1987.
- 8f This clause (7) will apply even after this contract has ended. As far as this clause (7) it excludes or limits liability, it will take priority over any other term of your contract (or contracts) for any services.
- 8g Each of the subclauses (7a to 7g) of this clause is a separate limit to our liability and will apply if, for any reason, one or more of these terms is found not to be valid or to be unreasonable. Also, each subclause will continue to apply after the contract has ended.
- 8h Ofgem issues a direction to another supplier requiring it to take over the supply to your premises, including in circumstances where Ofgem has decided that an event has occurred, or situation has arisen, which means it is allowed to revoke our supply licence; and has revoked our supply licence.
- 9 National Terms of Connection**
Your supplier is acting on behalf of your network operator to make an agreement with you. The agreement is that you and your network operator both accept the National Terms of Connection (NTC) and agree to keep to its conditions. This will happen from the time that you enter into this contract and it affects your legal rights. The NTC is a legal agreement. It sets out rights and duties in relation to the connection at which your network operator delivers electricity to, or accepts electricity from, your home or business. In the case of some non-domestic sites, as further described in the NTC, the NTC provide for the continuing application of site-specific connection terms agreed with a previous owner or occupier of the site. Your network operator will be able to tell you whether or not site-specific connection terms exist. If you want to know the identity of your network operator, or want a copy of the NTC or have any questions about it, please write to: Energy Networks Association, 1st Floor, 4 More London Riverside, London, SE1 2AU; phone 0207 706 5137, or see the website at www.connectionterms.co.uk
- 10 Information policy**
We respect your privacy and are committed to providing you with a clear understanding of how we use your data. To find out about the ways in which we protect and use your data, please visit our Privacy Notice and Policy at edfenergy.com/yourprivacy
If you'd like a hard copy of the privacy policy you can contact us on 0333 210 7070 and we'll post it to you.
- 11 Other conditions that apply**
- 11a We can transfer all or any of our rights (including the right to recover unpaid charges) and liabilities under your contract, or appoint a subcontractor to carry out any of our responsibilities under the contract (or both), without your permission.
- 11b Your rights and duties under this contract are personal to you. You cannot transfer them to another person without our written permission.
- 11c We may have to stop, suspend or limit the supply of services to your premises as a result of an Act of Parliament or any regulation or direction made under it. While that law, regulation or direction is in force, you must not use these services, or you must keep to the limits set on these services, in line with our instructions.
- 11d You agree to any change we need to make to the terms of your contract as a result of a change in a licence or an order or decision made by the relevant authority.
- 11e If we do not enforce any part of this contract at any time, this will not stop us from doing so in the future.
- 11f We may sometimes monitor and record calls that you or we make in relation to our customer services and telemarketing. This is to improve the quality of our customer services and for training purposes.
- 11g If you need to give us notice under this contract, you must deliver it by hand or post it or fax it to the address shown on this contract or on your last bill.
- 11h If we need to give you notice under this contract, we will send it to the address you have given us or the address of the premises we are supplying with energy under this contract (or both).
- 11i You and we should treat any notice sent by post to have been received two working days after it was sent, and any notice delivered by hand to have been given immediately when it was delivered.
- 11j These terms and conditions, the price we have sent to you, the information policy and any other documents we refer to make up the whole contract for the service between you and us.
- 11k We will not be breaking any term of this contract when we act in line with any rights or perform the duties under our energy-supply licences or any other relevant industry arrangement or laws.
- 11l Nothing in this contract will affect our rights or powers under our energy-supply licences or other relevant laws.
- 11m If any term of this contract is found not to be valid or cannot be enforced in full or in part, the rest of the contract will continue to apply as normal.
- 11n The laws of England will apply to each contract you have with us and the English courts will have full jurisdiction (legal authority) over any disputes relating to your contract and all non-contractual disputes which relate to the services.
- 12 Summary of Key Terms**
- 12a Our full name is EDF Energy Customers Ltd, registered office: 90 Whitfield Street, London, W1T 4EZ, incorporated in England and Wales (Trading as EDF Energy).
- 12b The services to be provided under this contract are the provision of gas and electricity supply, and all associated services required in the course of providing such supply (eg. metering, customer services, billing etc). The service levels we are obliged to meet, and the compensation arrangements that apply if we fail to do so, are set out in the Standards of Performance booklet, details of which and our performance against these standards will be sent to you at least once a year. Other services are available from EDF (eg. a range of Energy Services including the supply and installation of energy efficiency measures) and, unless otherwise agreed with us, these will be provided under the terms of a separate contract.
- 12c In order for us to be able to supply you your premises need to be connected to relevant local electricity distributor's and/or gas transporter's network. If your premises are not currently connected to the relevant local electricity distributor's and/or gas transporter's network please contact us on 0333 200 5117 and we will explain the process for connection and when that connection will take place.
- 12d Up to date information on all our applicable tariffs, and any others charge we might apply in relation to ancillary services, are available on request if you contact us on 0333 210 7070. You can see a copy of other charges we might apply in relation to ancillary services by visiting a page on our website at edfenergy.com/additionalcharges.
- 12e This supply contract is evergreen, which means it will continue until such time as it is terminated in accordance with its terms, following which to receive a further supply a new supply contract will need to be entered into with us. Any supplies that take place during any period where there is no contract in place between us will be subject to our deemed terms of supply published in accordance with the provisions of the Gas Act 1986 and Electricity Act 1989, each as amended from time to time.
- 12f If at any time you would like to make a complaint about the service you have received from EDF or have any dispute with us that you wish to discuss in more detail please speak to one of our customer services advisers on 0333 210 7070. If they have not been able to resolve your complaint or dispute please ask to speak to a manager. If you are still not happy after speaking to a manager, please send an email to the Director of Customer Services at customerservicesdirector@edfenergy.com.
- 13 Extra conditions if you have an EDF supplied smart meter**
Your new smart meter and the display unit are an upgrade to your existing meter. By accepting this display unit and new smart meter, you agree to the following extra terms and conditions.
- 13a Unless otherwise agreed by us, we or our agents will own the smart meter and display unit provided by us or on our behalf at all times. If you move home, you must leave the meter and display unit in the premises.
- 13b You agree that we may use the smart meter to manage your gas and electricity supply without needing to visit your home. This includes reading the meter, monitoring the energy you use, repairing and updating the smart meter, switching the smart meter from credit to Pay As You Go and disconnecting your supply (in the circumstances set out in this contract).
- 13c Given that your energy charges will vary depending on your chosen product from time to time, and changes in energy charges over time, the information displayed on any display unit linked to your meter may not always be fully up to date and therefore is for guidance only and should not be relied upon as the definitive position.
- 13d We can use the information from the smart meter so that we can send you a bill, offer you the most appropriate tariffs and energy-saving products and for the other purposes set out in the Information policy below. You will let us collect this information while we supply your electricity or gas (or both).
- 13e You must take reasonable care to make sure you do not damage or interfere with the display unit. If you do not, you will have to pay our agents' reasonable costs for visiting your premises and any work that we or they carry out to the display unit or other equipment.
- 13f You must tell us straight away if there is any damage, a fault or other problem with your display unit, or if you think it has been tampered with or if there are any changes to the display unit which may stop it from getting information from the smart meter (for example, if you carry out building work that may impact on communication between the two devices and/or us)

Appendix 1 - Your prices

Your prices were included in your welcome letter. You can also find these on our website at my.edfenergy.com/gas-electricity/tariff-information-labels or by calling us on 0333 210 7070

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

Appendix 2 - Energy Consumer Guidance

It's important to know your rights when it comes to energy. You can get free, independent advice from Citizens Advice if you need any help. For example, they can help answer questions about your bills or meter, and check if you can get discounts, grants or a cheaper tariff. Visit citizensadvice.org.uk/energy or contact the consumer helpline on **0808 223 1133** to find out more.

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

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