

London Electricity Former Tariff Customer Scheme



WHEREAS:

(A) At the date on which this Scheme is made, London Electricity plc supplies electricity on Tariff Terms pursuant to sections 16 to 21, 23 and 24 of the Electricity Act 1989;

(B) The Secretary of State intends to bring into effect provisions of the Utilities Act 2000 under which the supply of electricity on Tariff Terms will cease;

(C) The Secretary of State has made a licensing scheme in accordance with the Utilities Act 2000 under which the licence held by London Electricity plc pursuant to section 6(1)(c) of the Electricity Act 1989 shall have effect as if it were a Supply Licence granted to London Energy Company;

(D) The Utilities Act 2000 provides for customers supplied on Tariff Terms by London Electricity plc to be deemed to have contracted with London Energy Company for the supply of electricity;

(E) A purpose of the Utilities Act 2000 is to secure the legal continuity of electricity supply for those customers—London Electricity plc, pursuant to and in accordance with paragraph 23 of Schedule 7 to the Utilities Act 2000, and with the approval of the Authority,

HEREBY MAKES A SCHEME AS FOLLOWS.

Part I. General Provisions of the Scheme

1. Commencement, Scope, and Application

- 1.1 This Scheme comes into effect on the Commencement Date and applies to each customer who is, on the date which falls immediately before the Commencement Date, supplied with electricity by London Electricity plc on Tariff Terms.
- 1.2 This Scheme shall be governed by the law of England and Wales, and the courts of England and we cannot readily obtain that information from another source; or

2. Deemed Contract

- 1.1 With effect on and from the Commencement Date, each Customer shall be deemed to have contracted with London Energy Company for a supply of electricity at the Relevant Premises in accordance with the Terms and Conditions.
- 1.1 Subject to paragraph 2.3, London Energy Company may terminate all the Deemed Contracts, or any Deemed Contracts relating to a particular class of Customer, by giving to all of the affected Customers a notice which specifies:
 - (a) the date on which the Deemed Contracts will terminate (being at least 30 days after the date on which the notice is given);
 - (b) that upon the termination of the Deemed Contracts, each Customer may continue to obtain a supply of electricity from London Energy Company under a new contract on terms no less favourable than those being offered by it to other comparable customers; and
 - (c) that if no new contract is agreed between London Energy Company and a Customer, then any supply of electricity which that Customer continues to take will be on the terms of a contract deemed to arise by virtue of paragraph 3 of Schedule 6 to the Electricity Act 1989 (as amended by the Utilities Act 2000).

- 2.3 Notice under paragraph 2.2 may not be given by London Energy Company before the date which is six months after the Commencement Date or such earlier date as the Authority may agree.
- 2.4 No collateral agreement between the Parties shall have the effect of varying any of the Terms and Conditions unless:
 - (a) it is expressly contemplated in the Terms and Conditions; and
 - (b) it is in the form of a written document signed by a duly authorised representative of London Energy Company.
- 2.5 Nothing in this Scheme:
 - (a) is intended to qualify, limit, or exclude any rights to which either Party is entitled by virtue of any provision of an enactment or of the Supply Licence held by London Energy Company, or shall be treated as having any such effect; or
 - (b) is intended to go beyond or be incompatible with the purposes for which this Scheme may be made, or shall be treated as doing so.

3. Transitional Provisions

- 2.1 Paragraphs 3.2 to 3.7 shall have effect for making consequential and transitional provision in relation to Charges and Security Deposits.
- 3.2 Any sums of money owed by a Customer to London Electricity plc in respect of Charges incurred before the Commencement Date shall be treated on and after that date as owing to London Energy Company.
- 3.3 Any Bill issued by London Energy Company on or after Commencement Date may require payment of the sums referred to at paragraph 3.2 (whether or not a Bill in respect of them was previously issued by London Electricity plc) as if they were Charges arising under the Deemed Contract with London Energy Company.
- 3.4 Any payment to London Energy Company on or after Commencement Date of the sums referred to at paragraph 3.2 shall be treated as satisfaction by the Customer of the debt owed to London Electricity plc.
- 3.5 London Energy Company shall be entitled to retain for its own benefit—to the extent necessary to meet Charges owed, or treated under this Scheme as owed, to it by a Customer—any payment made by that Customer (whether to it or to London Electricity plc) on or after the Commencement Date.
- 3.6 Any sums of money held by London Electricity plc before the Commencement Date, to the credit of a Customer's account with London Electricity plc, for a supply of electricity on Tariff Terms, shall on and after that date be treated as held by London Energy Company to the credit of that Customer's account for a supply of electricity under the Deemed Contract.
- 3.7 Any sums of money held by London Electricity plc before the Commencement Date by way of a Security Deposit in respect of a Customer shall, on and after that date, be held by London Energy Company in respect of that Customer and in accordance with the Terms and Conditions.

4. Definitions and Interpretation

- 4.1 In this Scheme, unless the contrary intention appears:
 - “**Authority**” means the Gas and Electricity Markets Authority established under section 1 of the Utilities Act 2000.
 - “**Bill**” means a bill in respect of Charges for electricity supplied by London Energy Company or (where appropriate) by London

Electricity plc, and includes any demand, invoice, statement of account or other similar instrument by which a Customer is required to pay such Charges.

“Commencement Date” means the date on which section 45 of the Utilities Act 2000 is brought into force.

“Charges” means charges due in respect of the supply of electricity to a Customer at premises, and includes charges which, immediately prior to Commencement Date, are recoverable from him for the provision of any electricity meter, electric line, or electrical plant.

“Customer” means a customer to whom this Scheme applies, as defined at paragraph 1.1.

“Deemed Contract” means a contract deemed to be made between London Energy Company and a Customer by virtue of paragraph 23(2) of Schedule 7 to the Utilities Act 2000.

“Distribution Licence” means any licence granted to London Power Networks under section 6(1)(c) of the Electricity Act 1989 (as amended by the Utilities Act 2000), or treated as being so granted by virtue of the provisions of Part II of Schedule 7 to the Utilities Act 2000.

“Domestic Customer” means a Customer supplied at premises which are domestic premises (as defined from time to time in the standard conditions of the Supply Licence).

“Economic Loss” means any loss of profits, revenues, interest, business goodwill, or commercial, market, or economic opportunity, whether direct or indirect, and whether or not foreseeable.

“London Energy Company” means London Energy Company plc, its successors and assigns.

“London Power Networks” means London Power Networks plc, its successors and assigns.

“non-Domestic Customer” means a Customer who is not a Domestic Customer.

“Parties” means London Energy Company and the Customer, and Party” shall be construed accordingly.

“Relevant Premises” means, in relation to any Customer, the premises at which that Customer is supplied with electricity.

“Scheme” means the scheme made pursuant to paragraph 23 of Schedule 7 to the Utilities Act 2000, as set out fully at Parts I to IV of this document.

“Security Deposit” means a payment made by a Customer to be held as security in respect of charges for the supply of electricity.

“Supply Licence” means any licence granted to London Energy Company under section 6(1)(d) of the Electricity Act 1989 (as amended by the Utilities Act 2000), or treated as being so granted by virtue of the provisions of Part II of Schedule 7 to the Utilities Act 2000.

“Tariff Terms” means a statutory arrangement for the supply of electricity arising under section 16 of the Electricity Act 1989 on prices determined under section 18 of that Act (in each case, prior to any amendment or repeal of such section on or after the Commencement Date).

“Terms and Conditions” means the terms and conditions set out at Part II and the scheduled price rates and associated provisions set out at Part III of this Scheme.

4.2 Unless the contrary intention appears, words or expressions used in this Scheme:

(a) which are also used in the Electricity Act 1989 or the Utilities Act 2000 shall have the same meaning as is given in the relevant Act; and

(b) shall be construed as if they were words or expressions in an Act of Parliament to which the provisions of the Interpretation Act 1978 apply.

4.3 References in this Scheme to he”, his”, and him” in relation to a Customer shall be treated, where the Customer is not a private individual, as including references to it” and its” as appropriate.

4.4 Unless the contrary intention appears, references in this Scheme to a numbered paragraph shall be read as a reference to the paragraph which bears that number within the Part of this Scheme in which the reference appears, and a reference to a numbered Part shall be to the part of this Scheme which bears that number. be most appropriate. For example, we may decide to apply the payment against those charges which have been outstanding for the longest period. In accordance with our obligations under Standard Licence Condition 38 and the Green Deal Arrangements Agreement, if such outstanding charges include Green Deal Charges then we will apply your payment in the relevant proportions due for the amount of Green Deal charges and charges for the Supply of electricity in each case.

Part II. Terms and Conditions of each Deemed Contract

1. General Obligations

1.1 Until the Deemed Contract expires or is terminated, London Energy Company shall supply the Customer with electricity at the Relevant Premises.

1.2 The Customer shall pay Charges in respect of the supply of electricity in accordance with the provisions of paragraphs 2.1 to 2.7.

1.3 The Deemed Contract will continue in effect until whichever of the following first occurs:

(a) a contract between London Energy Company and the Customer for the supply of electricity to the Relevant Premises comes into effect;

(b) the Relevant Premises are cut off because the Customer has ceased to require a supply of electricity;

(c) the Deemed Contract is validly terminated by London Energy Company in accordance with paragraph 2.2 of Part I;

(d) the Deemed Contract is validly terminated by either Party in accordance with any provision of paragraphs 6.1 to 6.4; or

(e) it is unreasonable in all the circumstances for London Energy Company to be required to continue to supply the Customer with electricity.

2. Charges and Payment

2.1 The Customer shall, from the Commencement Date, pay to London Energy Company the Charges determined in accordance with the provisions of Part III.

2.2 The Customer shall pay the Charges in accordance with the payment method, being a method available under the provisions of Part IV, used by the Customer immediately prior to the Commencement Date.

2.3 London Energy Company shall (where applicable) send to the Customer a Bill or statement of account, as appropriate to the Charges and method of payment applying to the Customer, at such intervals as are determined in accordance with the provisions of Part III.

2.4 London Energy Company may issue any Bill on the basis of its own meter reading, of a meter reading taken by or for the Customer, or of a reasonable estimate of electricity consumption by the Customer during the period to which the Bill relates.

2.5 Bills issued by London Energy Company to the Customer, including Bills based on estimated consumption, shall become due and owing as soon as they are issued.

2.6 Where London Energy Company has issued a Bill based on an estimate of the Customer's consumption, it shall correct any under-estimate or over-estimate in the next Bill based on an actual meter reading.

2.7 The Customer shall be obliged to pay the Charges until the Deemed Contract is terminated in accordance with the Terms and Conditions, but shall not be liable to pay any Charges relating to the consumption of electricity which have been paid by the Customer's successor in ownership or occupation of the Relevant Premises.

2.8 If you are a Micro Business the following provisions will apply to you. 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) for the period covered by your bill, up to a maximum period of twelve months except where the charges relate to circumstances where:

- a) we have previously taken steps to recover payment for charges which are older than this,
- b) we have not taken action to recover such older charges because of any act or omission on your part, or
- c) any other circumstance applies which our regulator confirms that we may seek to recover charges relating to consumption that is are older than twelve months.

2.9 Because we are only permitted to bill you for energy in accordance with paragraph 1 above, 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) provide us with an up to date and accurate meter reading at least once per year or if you have a smart meter or other remotely read meter such as HH Metering or AMR Metering, allowing us to use it to take regular meter readings from you;
- (b) allow any meter reader or other EDF Energy representative free and unimpeded access to read your electricity and/or gas meter, at least once per year (provided that we may choose not to schedule visits this frequently);
- (c) tell us if you have moved into 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 above at least once per year will obstruct us in trying to correctly charge you for the energy you use, and you agree that doing so would be manifestly unreasonable.

For the purpose of this section a "Micro Business" means a company which either:

- consumes less than or equal to 293,000 kWh of gas a year; or
- consumes less than or equal to 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 €1,000,000.

3. Security Deposits

3.1 London Energy Company may at any time require a reasonable Security Deposit from a non-Domestic Customer.

3.2 London Energy Company may at any time require a Security Deposit from a Domestic Customer, unless:

- (a) the Customer is prepared to be supplied through a prepayment meter and it is reasonably practicable in all the circumstances (including in particular the risk of loss or damage) for London Energy Company to provide such a meter; or
- (b) it is unreasonable in all the circumstances to do so.

3.3 London Energy Company shall be entitled to set off a Security Deposit, and any interest accrued on it, against Charges:

- (a) which are due and owing to it by the Customer who gave the Deposit; and
- (b) remain unpaid by that

4. Meters and Metering

4.1 Except where paragraph 4.5 applies, any meter installed on the Relevant Premises shall be made available to the Customer by London Energy Company (whether or not the meter is owned by it) in consideration of the payment by the Customer of the Charges.

4.2 The Customer shall exercise all due and reasonable care to ensure that any meter made available to him by London Energy Company is kept free from damage and interference.

4.3 The Customer shall indemnify London Energy Company against the reasonable costs of replacing or repairing any meter which has been damaged or interfered with as a result of any act or omission of the Customer in contravention of paragraph 4.2.

- 4.4** London Energy Company, and any person duly authorised by it, shall have access to the Relevant Premises at all reasonable times for the purposes of reading, inspecting, installing, repairing, recalibrating, or replacing any meter at the premises.
- 4.5** The Customer may arrange for any meter at the Relevant Premises to be provided by himself or by any other person, in so far as he obtains the consent of London Energy Company and agrees to such reasonable additional terms in relation to the provision of the meter as London Energy Company may propose.
- 4.6** Where the Customer is a non-Domestic Customer, he may arrange for any meter at the Relevant Premises to be read or operated by any other person, provided that he:
- (a) obtains the consent of London Energy Company;
 - (b) agrees to such reasonable additional terms, and enters into (and procures that the other person enters into) any such reasonable additional agreements, as London Energy Company may propose; and
 - (c) indemnifies London Energy Company against any loss or damage suffered by it in consequence of an act or omission of that person.

5. Variation

- 5.1** Subject to paragraph 8.6, London Energy Company may vary any of the Terms and Conditions, subject only to any consent of the Authority that may be required under the provisions of the Supply Licence, by a document which refers to this paragraph and is signed by a duly authorised representative of London Energy Company.
- 5.2** Where London Energy Company intends to vary any of the Terms or Conditions under Part III in relation to Deemed Contracts with Domestic Customers, it shall advertise its intention at least 21 days before the date on which that variation is to take effect, in a manner calculated to bring the variation to the attention of those likely to be affected by it.

5.3 Paragraph 5.2 shall cease to have effect on 31 January 2002.

6. Termination

- 6.1** Where the Customer ceases to own or occupy the Relevant Premises, the Deemed Contract will terminate on the first in time of:
- (a) where the Customer has given to London Energy Company at least two working days' notice before quitting the premises, the date on which the Customer quits the premises;
 - (b) the second working day after the Customer gives notice to London Energy Company;
 - (c) the date on which the meter is next due to be read; and
 - (d) the date on which any subsequent owner or occupier begins to take a supply of electricity at the premises under a contract with any electricity supplier.
- 6.2** The Deemed Contract shall terminate immediately when the Customer commences to take a supply of electricity at the Relevant Premises under a contract with any authorised electricity supplier other than London Energy Company.
- 6.3** Where the Customer is a non-Domestic Customer, and is in material breach of any of the Terms and Conditions:
- (a) London Energy Company may give 14 days' written notice to the Customer of its intention to terminate the Deemed Contract; and

- (b) the Deemed Contract shall terminate on the expiry of the notice period unless the Customer has remedied the breach (at his own expense) during that period.

- 6.4** Where the Customer is a non-Domestic Customer, London Energy Company may terminate the Deemed Contract immediately on written notice to the Customer, if:
- (a) the Customer becomes subject to an order for his winding-up (except for the purpose of any bona fide solvent reconstruction or amalgamation);
 - (b) an administrator or a receiver is appointed in respect of the whole or part of the Customer's business;
 - (c) the Customer makes or offers to make any composition with his creditors; or
 - (d) the Customer is declared bankrupt or insolvent by a court of competent jurisdiction.

7. Liability

- 7.1** London Energy Company shall not be obliged to supply electricity to the Relevant Premises at any time when it is unable to do so because of circumstances beyond its reasonable control, including (without limitation):
- (a) the failure of any electric lines, plant, or apparatus which are not owned or operated by London Energy Company ;
 - (b) any default by the Customer which results in any necessary agreement for the connection of the premises to an electricity distribution system ceasing to continue in full force and effect;
 - (c) the premises being cut off by an electricity distributor (other than through the fault of London Energy Company); and
 - (d) the fault of the Customer.
- 7.2** London Energy Company shall not be obliged to supply electricity:
- (a) free of qualitative problems, including, without limitation, transient fluctuations in voltage; or
 - (b) in quantities which are beyond the capacity of the Customer's connection at the Relevant Premises to an electricity distribution system.
- 7.3** London Energy Company shall not be obliged to supply electricity to the Relevant Premises at any time when it has cut off the premises, and they remain cut off, in the valid exercise of any statutory power or in accordance with any code or agreement with which it is obliged by the Supply Licence to comply.
- 7.4** London Energy Company shall not in any circumstances be liable to the Customer for any loss or damage which amounts to, or arises from, Economic Loss resulting from negligence (whether arising under this Deemed Contract or otherwise) by London Energy Company in respect of the supply of electricity.
- 7.5** For the avoidance of doubt, no provision in these Terms and Conditions is intended to:
- (a) restrict or limit the liability of London Energy Company or of London Power Networks for death or personal injury resulting from the negligence of either of them, their servants or agents; or
 - (b) affect the statutory rights of any Customer who takes a supply of electricity at premises otherwise than in the course of a business, and these Terms and Conditions shall be construed accordingly.

- 7.6** In particular, but without prejudice to the generality of paragraph 7.5, nothing in these Terms and Conditions is intended to restrict or limit liability:
- (a) for breach of Part I of the Consumer Protection Act 1987; or
 - (b) for breach of an implied warranty (if any) under the Supply of Goods and Services Act 1982.

8. Connection Provisions

- 8.1** Premises to the distribution system (as defined from time to time in the standard conditions of the Distribution Licence held by London Power Networks) through which electricity is conveyed to such Premises.
- 8.2** London Power Networks will maintain, and may interrupt, and shall be entitled to cut off the supply of electricity to, any such connection as is mentioned in paragraph 8.1 in accordance with and subject to the provisions of the Electricity Act 1989 and any other legal requirements or rights that apply from time to time (including those arising under any code or agreement with which London Power Networks is obliged by its Distribution Licence to comply).
- 8.3** Subject to any contrary written agreement subsisting between London Power Networks and the Customer, London Power Networks shall not be liable to the Customer under this Deemed Contract or otherwise for any loss or damage to the Customer which:
- (a) is beyond the reasonable control of London Power Networks; or
 - (b) is consequential or indirect, or arises from or amounts to Economic Loss.
- 8.4** Where the Customer is a non-Domestic Customer, and subject to any contrary written agreement that he may have with London Power Networks, the liability of London Power Networks to that Customer under this Deemed Contract or otherwise shall be limited to a maximum sum of £100,000 in respect of all claims arising in any calendar year.
- 8.5** Paragraphs 8.3 and 8.4 shall apply regardless of the termination of this Deemed Contract.
- 8.6** London Power Networks is entitled to enforce the provisions of this paragraph 8 by virtue of the Contracts (Rights of Third Parties) Act 1999, and such provisions may not be varied without the prior written consent of London Power Networks.

9. Miscellaneous

- 9.1** These Terms and Conditions shall be read, interpreted, and have effect in accordance with the provisions of Part I of the Scheme.
- 9.2** Where any provision of these Terms and Conditions is held to be unlawful or unenforceable under any enactment, or by any court of competent jurisdiction, such provision shall be deemed not to be part of these Terms and Conditions to such extent as is necessary for the enforceability of the remainder of the Terms and Conditions to be unaffected.
- 9.3** No failure or delay on the part of London Energy Company in enforcing any of its rights under these Terms and Conditions shall be treated as a waiver of those rights, unless they are also expressly waived in writing by a duly authorised representative of London Energy Company.
- 9.4** The termination of the Deemed Contract shall not affect any rights or liabilities accrued under these Terms and Conditions,

and they shall remain enforceable after the termination as if the Deemed Contract were still in force.

- 9.5** The Customer may not assign any of his rights or liabilities under the Deemed Contract without the written consent of London Energy Company.
- 9.6** Subject to paragraph 9.7, London Energy Company may assign its rights and liabilities under the Deemed Contract, to the extent permitted by law, to any authorised electricity supplier.
- 9.7** Where the Charges under the Deemed Contract are in any way controlled or limited by the provisions of any special condition incorporated into Part IV of the Supply Licence held by London Energy Company, London Energy Company may not assign the Deemed Contract without the prior consent of the Authority.

10. Notices

- 10.1** The Customer may serve any notice or request on London Energy Company by delivering it by hand, post or fax to the address of London Energy Company shown on his last Bill.
- 10.2** London Energy Company may serve any notice or request on the Customer by delivering it to him in person, or by hand, post, or fax (where available) to the Relevant Premises.
- 10.3** In the absence of contrary evidence, any notice or request shall be deemed to be served:
- (a) where it is delivered personally or by hand, at the time of delivery;
 - (b) where it is sent by post, 48 hours after posting; and
 - (c) where it is sent by fax, at the beginning of the first working day after the day of transmission.

Part III. Scheduled Price Rates and Associated Provisions

General Provisions Applying to this Part III

- 1.** Subject to paragraph 2, any variation of a scheduled price rate in accordance with paragraph 5.2 of Part II will apply to the electricity supplied after the date of the next regular meter reading for the Relevant Premises following the effective date of the variation.
- 2.** Where supply is taken through a prepayment meter, any variation of a scheduled price rate in accordance with paragraph 5.2 of Part II will apply to electricity supplied to the Relevant Premises after the date which is six weeks following the effective date of the variation.
- 3.** For any period of less than a quarter at the beginning or the end of a quarterly billed supply to Relevant Premises, the standing charge will be proportionately reduced or charged on a daily basis.
- 4.** For any period of less than a month at the beginning or the end of a monthly billed supply to the Relevant Premises, the standing charge and availability charge will be charged on a daily basis.
- 5.** Except where otherwise indicated, the scheduled price rates in this Part are separate and alternative rates, each applying to the whole supply to the Relevant Premises.
- 6.** Without prejudice to its rights under paragraph 6.3 of Part II, if any provisions applicable under this Part to the scheduled price rate for supply to Relevant Premises are not complied with, then London Energy Company may charge the Customer at any other rate under this Part that it reasonably believes is applicable, and the Customer shall be liable to pay accordingly.

7. Except where indicated, or unless agreed otherwise with the Customer, all times shown in this Part as applying to a supply to the Relevant Premises are expressed by reference to Greenwich Mean Time, and no alteration will be made to timeswitches for British Summer Time.
8. Where supply to the Relevant Premises is charged, in part, by reference to the first block of 1,500 units supplied, London Energy Company reserves the right to charge for this block on a daily basis if the billing period for any reason is either more or less than 91 days.
9. A "quarter" for billing purposes means approximately three months, and for charging purposes means 91 days.
10. "Night" means any seven hours between 22.00 hours and 0.800 hours as specified from time to time by London Energy Company.
11. "Daytime" means all hours other than those comprising night".
12. A "unit" is one kilowatt hour (1 kWh).
13. The following payment methods are valid, as indicated below, for Charges due for payment to London Energy Company:
 - (a) Charges arising under any of Schedules 2, 4, 11, 14, and 17: by prepayment meter
 - (b) Charges arising under any schedule other than one specified in (a): by cash at any post office, clearing bank, or Paypoint outlet.
 - (c) Charges arising under any schedule other than one specified in (a): by cheque at any post office, clearing bank, or Paypoint outlet.
 - (d) Charges arising under any schedule other than one specified in (a): by monthly standing order via any clearing bank
 - (e) Charges arising under any schedule other than one specified in (a) or under any of Schedules 23 to 28: by quarterly standing order via any clearing bank.
 - (f) Charges arising under any schedule other than one specified in (a): by monthly direct debit via any clearing bank.
 - (g) Charges arising under any schedule other than one specified in (a) or under any of Schedules 23 to 28: by quarterly direct debit via any clearing bank.
 - (h) Charges arising under any of Schedules 1, 3, 5, and 6 to 9: by a Fuel Direct arrangement with the Customer's benefits office.

for payment is not required because the supplies are paid for in advance.

3. Where the Charges for supplies given under Schedules 1, 3, or 5 are settled by monthly direct debit, a discount calculated at the rate of 3 per cent or £10.50 (including VAT) per year (whichever is the greater) will apply.

	Without VAT	With VAT
Schedule 1: General Purpose Rate		
Daily standing charge	9.4p	9.9p
Charge for each of the first 1,500 units supplied in each quarter	6.08p	6.38p
Charge for each additional unit so supplied	6.00p	6.30p
Schedule 2: General Purpose Prepayment Meter Rate		
Daily standing charge	12.95p	13.60p
Charge for each unit	5.93p	6.23p
Schedule 3: Economy 7 Rate		
Daily standing charge	14.5p	15.2p
Charge for each of the first 1,500 units supplied in each quarter in daytime	6.62p	6.95p
Charge for each additional unit so supplied	6.53p	6.86p
Charge for each unit supplied at night	2.48p	2.60p
Schedule 4: Economy 7 Prepayment Meter Rate		
Daily standing charge	18.6p	19.5p
Charge for each unit supplied in daytime	6.38p	6.70p
Charge for each unit supplied at night	2.42p	2.54p
Schedule 5: Economy 9 Rate		
Daily standing charge	15.7p	16.5p
Charge for each of the first 1,500 units supplied in each quarter in daytime other than for controlled heating purposes	6.66p	6.99p
Charge for each additional unit so supplied	6.56p	6.89p
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Charge for each unit supplied at night or for controlled heating purposes	2.76p	2.90p

Section A: Supplies to Domestic Customers

General Provisions: Schedules 1 to 9

1. The price rates scheduled below apply where an electricity supply is used exclusively for residential purposes:
 - (a) at premises comprising a single private residence, or
 - (b) at premises comprising more than one private residence where the maximum power required does not exceed 40 kVA (excluding any part of the supply used for thermal storage purposes), provided that the average of the three highest maximum demands at the premises in any period of 12 consecutive months since 1 January 1993 has not exceeded 100 kW.
2. Charges for supplies provided under these rates are billed quarterly except in the case of Schedules 2 and 4, where billing

Specific Provisions: The above three rates (Schedules 6, 7, 8) may be used only in conjunction with the General Purpose Rate, and they apply only to a supply of electricity which is used for storage heating purposes:

- (a) in the case of Schedule 6, during any nine hours between 22.00 hours and 08.00 hours from time to time specified by London Energy Company,
- (b) in the case of Schedule 7, during any nine hours between 22.00 hours and 08.00 hours and any three hours between 11.00 hours and 16.30 hours from time to time specified by London Energy Company, and
- (c) in the case of Schedule 8, during any 12 hours between 19.00 hours and 08.00 hours and any three hours between

11.00 hours and 16.30 hours from time to time specified by London Energy Company.

	Without VAT	With VAT
Schedule 6: Domestic Offpeak Rate 1		
Daily standing charge	3.0p	3.2p
Charge for each unit supplied	3.17p	3.33p
Schedule 7: Domestic Offpeak Rate 2		
Daily standing charge	3.0p	3.2p
Charge for each unit supplied	3.81p	4.00p
Schedule 8: Domestic Offpeak Rate 3		
Daily standing charge	3.0p	3.2p
Charge for each unit supplied	4.25p	4.46p

Specific Provisions: The above three rates (Schedules 6, 7, 8) may be used only in conjunction with the General Purpose Rate, and they apply only to a supply of electricity which is used for storage heating purposes:

- (a) in the case of Schedule 6, during any nine hours between 22.00 hours and 08.00 hours from time to time specified by London Energy Company,
- (b) in the case of Schedule 7, during any nine hours between 22.00 hours and 08.00 hours and any three hours between 11.00 hours and 16.30 hours from time to time specified by London Energy Company, and
- (c) in the case of Schedule 8, during any 12 hours between 19.00 hours and 08.00 hours and any three hours between 11.00 hours and 16.30 hours from time to time specified by London Energy Company.

	Without VAT	With VAT
Schedule 9: White Meter Rate		
Daily standing charge	14.4p	15.1p
Charge for each unit supplied between 07.00 hours and 23.00 hours	6.84p	7.18p
Charge for each unit supplied between 23.00 hours and 07.00 hours	3.01p	3.16p

Note: Where a Customer is supplied at the Relevant Premises under Schedule 1 or Schedule 3 but the rate does not include the standing charge component, the unit charges are as follows:

	Without VAT	With VAT
Schedule 1: General Purpose Rate		
Charge for each of the first 225 units supplied in each quarter	9.89p	10.38p
Charge for each additional unit so supplied	6.08p	6.38p
Schedule 3: Economy 7 Rate		
Charge for each of the first 225 units supplied in each quarter in daytime	12.50p	13.13p
Charge for each additional unit so supplied	6.62p	6.95p
Charge for each unit supplied at night	2.48p	2.60p

Section B: Quarterly Supplies to Non-Domestic Customers

General Provisions: Schedules 10 to 22

- The price rates scheduled below apply where an electricity supply is used for other than exclusively residential purposes at:
 - premises comprising a single private residence, or
 - premises comprising more than one private residence at which the maximum power required (excluding any part of the supply used for thermal storage purposes) does not exceed 40 kVA. provided that the average of the three highest maximum demands at the premises in any period of 12 consecutive months since 1 January 1993 has not exceeded 100 kW.
- Charges for supplies provided under these rates are billed quarterly except in the case of Schedules 11, 14, and 17, where billing for payment is not required because the supplies are paid for in advance.

	Without VAT	With VAT
Schedule 10: White Meter Rate		
Daily standing charge	17.6p	20.7p
Charge for each unit supplied	6.56p	7.71p
Schedule 11: Standard Prepayment Meter Rate		
Daily standing charge	20.3p	23.9p
Charge for each unit supplied	6.53p	7.67p
Schedule 12: Standard Monthly Direct Debit Rate		
Daily standing charge	17.2p	20.2p
Charge for each unit supplied	6.43p	7.56p
Schedule 13: Economy 7 Rate		
Daily standing charge	20.8p	24.4p
Charge for each unit supplied in daytime	6.97p	8.19p
Charge for each unit supplied at night	2.47p	2.90p
Schedule 14: Economy 7 Prepayment Meter Rate		
Daily standing charge	25.0p	29.4p
Charge for each unit supplied in daytime	6.93p	8.14p
Charge for each unit supplied at night	2.46p	2.89p
Schedule 15: Economy 7 Monthly Direct Debit Rate		
Daily standing charge	20.4p	24.0p
Charge for each unit supplied in daytime	6.83p	8.03p
Charge for each unit supplied at night	2.42p	2.84p
Schedule 16: Evening and Weekend Rate		
Daily standing charge	21.1p	24.8p
Charge for each unit supplied between 07.30 hours and 20.00 hours during Monday to Friday inclusive	8.43p	9.91p
Charge for each unit supplied at all other times	3.51p	4.12p
Schedule 17: Evening and Weekend Prepayment Meter Rate		
Daily standing charge	25.3p	29.7p
Charge for each unit supplied between 07.30 hours and 20.00 hours during Monday to Friday inclusive	8.38p	9.85p
Charge for each unit supplied at all other times	3.49p	4.10p

	Without VAT	With VAT
Schedule 18: Evening and Weekend Monthly Direct Debit Rate		
Daily standing charge	20.7p	24.3p
Charge for each unit supplied between 07.30 hours and 20.00 hours during Monday to Friday inclusive	8.26p	9.71p
Charge for each unit supplied at all other times	3.44p	4.04p
Schedule 19: Non-Domestic Offpeak Rate 1		
Daily standing charge	3.20p	3.80p
Charge for each unit supplied	3.21p	3.77p
Schedule 20: Non-Domestic Offpeak Rate 2		
Daily standing charge	3.20p	3.80p
Charge for each unit supplied	3.93p	4.62p
Schedule 21: Non-Domestic Offpeak Rate 3		
Daily standing charge	3.20p	3.80p
Charge for each unit supplied	4.31p	5.06p

Specific Provisions: The above three rates (Schedules 19, 20, 21) may be used only in conjunction with any of the Standard Rates (Schedules 10, 11, 12) and they apply only to a supply of electricity which is used exclusively at the Relevant Premises for thermal storage heating purposes:

- (a) in the case of Schedule 19, during any nine hours between 22.00 hours and 08.00 hours from time to time specified by London Energy Company,
- (b) in the case of Schedule 20, during any 12 hours between 19.00 hours and 08.00 hours from time to time specified by London Energy Company, and between noon on any Saturday and 08.00 hours on the following Monday, and
- (c) in the case of Schedule 21, during any 12 hours between 19.00 hours and 08.00 hours and any three hours between 11.00 hours and 16.00 hours from time to time specified by London Energy Company, and between noon on any Saturday and 08.00 hours on the following Monday.

	Without VAT	With VAT
Schedule 22: Staircase Lighting Rate		
Daily standing charge	8.1p	9.5p

Charge for each unit supplied As applicable

Specific Provisions: This rate applies only where the annual consumption of electricity under it at the Relevant Premises is less than 4,000 units and London Energy Company is satisfied that the supply is being used for either:

- (a) staircase or access way lighting in multi-occupied premises comprising private residences each of which has a separate supply of electricity charged under a scheduled price rate falling within Section A, or
- (b) a garage used by the occupier solely for purposes associated with his private residence.

Section C: Monthly Supplies to Non-Domestic Customers

General Provisions: Schedules 23 to 28

1. The price rates scheduled below apply where an electricity supply is used for other than exclusively residential purposes at:
 - (a) premises comprising a single private residence, or
 - (b) premises comprising more than one private residence at which the maximum power required (excluding any part of the supply used for thermal storage purposes) does not exceed 40 kVA. provided that the average of the three highest maximum demands at the premises in any period of 12 consecutive months since 1 January 1993 has not exceeded 100 kW.
2. Charges for supplies provided under these rates are billed monthly.
3. The availability charge levied for each month under any of these rates will be calculated using either:
 - (a) the declared maximum power requirement made available at the supply terminals of the Relevant Premises for the supply provided under the rate in question, determined in accordance with Table 1 below, with a minimum value of 40 kVA; or, if it is higher, and at the sole option of London Energy Company:
 - (b) the highest demand (assessed in kVA) in any of the preceding 12 months, determined in accordance with Table 1 below (in which case, this basis of calculation will not affect the declared maximum power requirement made available to the supply terminals at the Relevant Premises).

Table 1:

- 40 kVA to 100 kVA in multiples of 10 kVA
- 100 kVA to 250 kVA in multiples of 25 kVA
- 250 kVA to 1000 kVA in multiples of 50 kVA
- 1000 kVA upwards in multiples of 100 kVA

4. The declared maximum power requirement, expressed in kVA, of a Relevant Premises supplied under any of these rates may not be reduced for five years, either from the date of the first availability of the supply or, where the maximum power requirement has been previously increased at the premises, from the effective date of such increase. Any such reduction shall apply for at least 12 months from its effective date or until the date of implementation of a subsequent increase in capacity at the premises, whichever is appropriate.
5. Supplies given under any of these rates may also include a charge for each unit of reactive power consumed at the Relevant Premises above certain levels, which are specified within the rate.
6. In this section: "maximum demand" means, in relation to any point of supply at the relevant premises in any month, twice the largest number of units supplied in any half hour in that month; and, where the supply to the premises is metered at more than one point of supply, shall be deemed to be the arithmetical sum of the maximum demands at each of those points in that month.

"month" means:

 - (a) in relation to any of the unit charges, either a period of approximately one month between one normal meter reading and the next, or the whole actual calendar month as specified from time to time by the London Energy Company; and
 - (b) in relation to any of the reactive power charges and demand charges, a period of approximately one month between one normal meter reading and the next.

“low voltage” means a voltage normally exceeding 50 volts but not exceeding 1,000 volts.

“high voltage” means a voltage normally exceeding 1,000 volts.

	Without VAT	With VAT
Schedule 23: Seasonal Time of Day Low Voltage Rate		
Monthly standing charge	£33.03	£38.80
Availability charge for each kVA of chargeable service capacity in each month	£1.20	£1.41
Charge for each unit supplied during the following periods:		
1. Monday to Friday inclusive, between 16.00 hours and 19.00 hours in the months of December and January	32.17p	37.80p
2. Monday to Friday inclusive, between 16.00 hours and 19.00 hours in the months of November and February	19.30p	22.68p
3. Monday to Friday inclusive, between 08.00 hours and 16.00 hours and 19.00 hours and 20.00 hours in the months of November to February inclusive, and between 08.00 hours and 20.00 hours in the month of March	5.69p	6.69p
4. In all days of the year, between 12.00 hours and 07.00 hours	2.68p	3.15p
5. At all other times	3.81p	4.48p
Reactive power charge for each kVAh supplied in excess of one third of the units supplied but not exceeding 90 per cent of the units supplied in each month		
Reactive power charge for each kVAh supplied in excess of 90 per cent of the units supplied in each month		
Schedule 24: Seasonal Time of Day High Voltage Rate		
Monthly standing charge	£95.82	£112.60
Availability charge for each kVA of chargeable service capacity in each month	£1.24	£1.46
Charge for each unit supplied during the following periods:		
1. Monday to Friday inclusive, between 16.00 hours and 19.00 hours in the months of December and January	27.26p	32.03p
2. Monday to Friday inclusive, between 16.00 hours and 19.00 hours in the months of November and February	16.25p	19.09p
3. Monday to Friday inclusive, between 08.00 hours and 16.00 hours and 19.00 hours and 20.00 hours in the months of November to February inclusive, and between 08.00 hours and 20.00 hours in the month of March	4.74p	5.57p
4. In all days of the year, between 12.00 hours and 07.00 hours	2.57p	3.02p
5. At all other times	3.38p	3.97p
Reactive power charge for each kVAh supplied in excess of one third of the units supplied but not exceeding 90 per cent of the units supplied in each month	0.28p	0.33p

Reactive power charge for each kVAh supplied in excess of 90 per cent of the units supplied in each month	0.39p	0.46p
Schedule 25: Maximum Demand Low Voltage Rate 1		
Monthly standing charge	£28.66	£33.70
Availability charge for each kVA of chargeable service capacity in each month	£1.20	£1.41
Charge for each kW of the maximum demand in:		
1. Each of the months of April to October inclusive	10.0p	12.0p
2. Each of the months of November and February	£7.92	£9.31
3. Each of the months of December and January	£13.86	£16.29
4. The month of March	£2.10	£2.47
Charge for each unit supplied	3.91p	4.59p
Reactive power charge for each kVAh supplied in excess of one third of the units supplied but not exceeding 90 per cent of the units supplied in each month	0.66p	0.78p
Reactive power charge for each kVAh supplied in excess of 90 per cent of the units supplied in each month	1.06p	1.25p
Schedule 26: Maximum Demand Low Voltage Rate 2		
Monthly standing charge	£28.66	£33.70
Availability charge for each kVA of chargeable service capacity in each month	£1.20	£1.41
Charge for each kW of the maximum demand in:		
1. Each of the months of April to October inclusive	10.0p	12.0p
2. Each of the months of November and February	£7.92	£9.31
3. Each of the months of December and January	£13.86	£16.29
4. The month of March	£2.10	£2.47
Charge for each unit supplied during the following periods:		
1. Between 12.00 hours and 07.00 hours	2.68p	3.15p
2. At all other times	3.96p	4.65p
Reactive power charge for each kVAh supplied in excess of one third of the units supplied but not exceeding 90 per cent of the units supplied in each month	0.66p	0.78p
Reactive power charge for each kVAh supplied in excess of 90 per cent of the units supplied in each month	1.06p	1.25p
Schedule 27: Maximum Demand High Voltage Rate		
Monthly standing charge	£91.90	£108.00
Availability charge for each kVA of chargeable service capacity in each month	£1.24	£1.46
Charge for each kW of the maximum demand in:		
1. Each of the months of April to October inclusive	nil	
2. Each of the months of November and February	£6.26	£7.36
3. Each of the months of December and January	£11.65	£13.69
4. The month of March	£1.46	£1.72

Charge for each unit supplied during the following periods:		
1. Between 12.00 hours and 07.00 hours	2.57p	3.02p
2. At all other times	3.50p	4.11p
Reactive power charge for each kVArh supplied in excess of one third of the units supplied but not exceeding 90 per cent of the units supplied in each month	0.28p	0.33p
Reactive power charge for each kVArh supplied in excess of 90 per cent of the units supplied in each month	0.39p	0.46p
Schedule 28: Catering Rate		
Charge for each unit supplied	7.50p	8.81pp

Specific Provisions: This rate is only available to Customers who are also taking supplies under any of Schedules 23 to 27. The Catering Rate is for a separately metered supply paid for on monthly rates. It must be used for, or in connection with, the preparation of food for consumption on the Relevant Premises. Electricity used for heating or lighting does not qualify for this rate.

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.

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.

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