

Contract for the supply of energy to business premises



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Conditions of supplying energy

These conditions apply if you are a business customer (which includes a Micro Business customer) and are using our electricity and/or gas services to supply your Premises.

Please note, any reference to the word “energy” in these terms and conditions means gas or electricity (as applicable) which you have asked us to supply to you, and which we have agreed to supply to your Premises, subject to these terms. These terms shall apply separately in respect of each account under which you receive energy from us.

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

- the supply of electricity through meters with a Profile Class other than 3 or 4;
- the supply of energy to Unmetered Premises; or
- the supply of energy to any premises where the metering arrangements are not compatible with our billing system.

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

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

Unless we have agreed the supply contract over the phone, you must sign the contract (of which these conditions form part) and return it to us (by post, by email, online or by a hand held unit). Each contract is agreed when we accept your agreement, and from that point each of our rights and responsibilities under these conditions will come into effect.

If you agreed to this contract by word of mouth then you may request a copy of the recording or transcript by contacting 0800 096 2255 provided that you do so within 6 (six) years from the date of the contract.

If we enter into a supply contract with you, but we cannot start supplying energy to you because you have another supplier or we are unable to become your registered supplier for any reason which is out of our control, then an administration charge of £250 might become payable by you.

We may carry out checks of your credit history and decide that the product, price and payment arrangements you have chosen under your supply contract are not suitable for your circumstances or are not available for your current meter configuration. This might happen even after the contract has been agreed. If so, we will contact you and try our best to sort the problem out. However, this may mean that we will have to serve you in a different way. For example, if your meter type is not compatible with the product you have selected, we may have to arrange for a different type of meter to be fitted or we may have to ask you for a security deposit. If we cannot resolve these problems raised by the credit check, we will tell you and your contract will end automatically on the date we tell you.

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

We may be willing to accept the supply contract even if the information you have provided is not complete, correct or clear.

If we do, we may begin your supply under different conditions from those you expected. We will always apply the conditions that we consider to be the most appropriate for your situation.

Words and phrases

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

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

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

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

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

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

“Easy Fix Prices” means the prices (updated annually) that you will be placed on after the end of the Fixed Term Period unless you have successfully switched to another Supplier immediately after your Price Review Date or you have agreed another contract with EDF Energy.

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

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

“Extended Supply Prices” means the price that you will pay for your Supply if you provide us with notice that you wish to leave us and clause 6.2.1 applies. You may also be placed on Extended Supply Prices under clause 6.6 if you breach your contract. The prices for both gas and electricity are available at www.edfenergy.com/extendedsupplybusinessprices. Please note that these Extended Supply Prices may be higher than your existing prices or those quoted in your new price renewal notice.

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

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

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

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

“Local Distributor” means, for each of the Premises to be supplied under this contract, the company licensed as either an electricity distributor or gas transporter (as applicable) and that owns or operates the distribution network through which energy is delivered to your Premises.

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

“Micro Business” means a company which meets one of the following criteria: it 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 of not more than €2million.

“New Prices” means Easy Fix Prices which are updated annually. These will be provided through the Statement of Renewal Terms and will apply from each Price Review Date.

“Ombudsman Services: Energy” is an independent body approved by Ofgem to investigate complaints. Visit: www.ombudsman-services.org or call 0330 440 1624.

“Payment Scheme” means the payment scheme, plan or other payment arrangements that apply to your Supply and form part of your contract.

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

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

“Price Review Date” means the last day of your Fixed Term Period and every subsequent anniversary of that date after which prices may change as notified to you in your Statement of Renewal Terms.

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

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

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

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

“Statement of Renewal Terms” means a statement sent to you approximately 10 weeks before the Price Review Date, and containing all the key terms that will apply after the Price Review Date, including your New Prices.

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

“Supply” means the supply of gas or electricity being supplied under this contract;

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

“Unit” or **“kWh”** (and either may be referred to throughout this document) refers to the standard used to measure energy consumption.

“Unmetered Premises” means Premises connected to the Local Distributor’s network and receiving energy, but not through a meter to record the energy consumption.

1 Our responsibilities to each other

- 1.1 We will tell you the Supply Start Date. Your and our rights and responsibilities under these conditions come into effect once this contract is agreed. We cannot guarantee that the Supply Start Date will be on the date you requested the Supply to start.
- 1.2 If, on the day after the date that this contract is agreed (the “Relevant Date”), the Premises are being supplied by another energy supplier (the “Previous Supplier”), your Supply Start Date will be within 21 days of the Relevant Date unless:
 - 1.2.1 you request that your Supply Start Date is a later date;
 - 1.2.2 you notify us that you do not wish the Supplier Transfer to take place; or
 - 1.2.3 one or more of the conditions in clause 1.4 applies.
- 1.3 Clause 1.2 does not affect your obligation to give us notice to terminate your contract in accordance with clause 6.1 or our right to charge you an Early Termination Fee, where applicable.
- 1.4 The conditions in this clause are that, on or after the Relevant Date:
 - 1.4.1 your Previous Supplier has prevented us from completing the Supplier Transfer because it has raised an objection to the Supplier Transfer;
 - 1.4.2 we do not have all the information we require in order to complete the Supplier Transfer, despite having taken all reasonable steps to obtain the missing information from you; and we cannot readily obtain that information from another source; or

- 1.4.3** you are taking a supply of energy through an Exempt Distribution System and we are unable to start supplying the Premises because:
- (a) a connection between the Premises and the Exempt Distribution System, or the Exempt Distribution System and another relevant distribution system, has not yet been made; or
 - (b) a metering arrangement which is required in order for us to access the Exempt Distribution System is not in place; or
- 1.4.4** we are prevented from completing the Supplier Transfer due to any other circumstance which is outside our control and which we have taken all reasonably practicable steps to resolve.
- 1.5** Subject to clause 1.2, where a condition in clause 1.4 applies, we will complete the Supplier Transfer as soon as is reasonably practicable and in any event within 21 days following the date on which the relevant condition ceases to apply (or if more than one condition applies, when all relevant conditions cease to apply).
- 1.6** We will supply energy from the Supply Start Date at the Premises you have told us you want us to Supply. This is on the condition that you do not already have a contract with anyone else for supplying the same type of energy at the Premises, and none of the conditions in clause 1.4 applies on the Supply Start Date.
- 1.7** You agree that:
- 1.7.1** you are the owner or the occupier of the Premises (or will be on the date that you want this supply contract to start) and that the Premises are currently connected to your Local Distributor's network
 - 1.7.2** you are responsible for all pipes, equipment, wires and cables, and all other fittings used in connection with the Supply on your side of any electricity or gas meter (your side of the meter starts at the point at which energy leaves your meter after the meter has measured it). You agree that you will maintain all pipes, equipment, wires and cables, and all other fittings that belong to you and keep them in good working order and in a safe condition at all times.
 - 1.7.3** your Local Distributor will deliver your Supply.
- 1.8** You agree to pay any of our charges due under this contract.
- 1.9** You agree that, so long as we are registered with the Local Distributor as the supplier responsible for the Supply to your Premises, energy passing through your meter (or meters) or supplied to your Premises will be treated as having been supplied under our supply contract, even if you have a contract for the supply of that type of energy to your Premises with any other person.
- 1.10** Notwithstanding Clause 7.2, in the event that the supply of gas to your Premises is temporarily interrupted we will pass on any relevant compensation payments we receive from your transporter as a result of such temporary supply interruption.

- 1.11** You understand if you have a smart meter you may lose the functionality currently available to you by switching to EDF Energy.

2 Access to premises and meters

- 2.1** You confirm that you are legally able to, and have permission to, allow us into the Premises and you will give us full access to your meter (or meters) whenever we require access, (including agreeing to us gaining remote access to your metering equipment) in accordance with these terms.
- 2.2** Your Local Distributor runs the electricity distribution network or gas transportation (as applicable) through which they deliver the Supply to your Premises. They may also own the meter and any associated metering equipment which is used to measure the Supply to your Premises.
- 2.3** You agree to allow your Local Distributor and us (and our relevant employees, agents and subcontractors) to have safe, full and free access to your Premises and metering equipment, wires and cables, and all other fittings that we use in connection with the Supply to your Premises in the following circumstances:
- 2.3.1** At any time if there is a possibility that somebody's life or safety is in danger, or if there is a possibility of damage to property, or if we or your Local Distributor are entering your Premises under an Act of Parliament or any similar law relating to the delivery or supply of energy.
- 2.3.2** At all reasonable times if we or your Local Distributor need to install, maintain, inspect, test or replace any lines, pipes, wires or cables and all other equipment connected with delivering or measuring energy.
- 2.3.3** At all reasonable times if we or your Local Distributor need to install, maintain, test, remove, replace or read any energy meter or associated metering equipment.
- If there are any obstructions that prevent us (or any of our agents or contractors) from gaining access to your Premises and lines, pipes, wires and cables and all other equipment used in connection with supplying energy to your Premises, you are responsible for removing the obstruction, and you are responsible for the cost of doing this.
- 2.4** You confirm that your Premises have, and you are authorised to use, metering equipment that can provide the information we need to provide and measure energy in line with your chosen product. You confirm that your metering equipment complies with relevant industry standards as to safety, accuracy and reliability.
- If you are not sure whether the metering equipment installed in your Premises is safe, accurate or reliable, you should contact us. If your Premises are not equipped with metering equipment which works with our systems, we may replace your product with one that we think is appropriate for your meter. This may mean we will need to change the price we charge you under these conditions (see clause 3) or you may need to replace your meter (we may charge you for this). If we cannot support your meter, we will tell you and your contract will end automatically on the date we tell you. We may also charge you if we have to end your contract for this reason.

- 2.5** You must make sure all metering equipment (whether it belongs to us or another person) on or at your Premises is not lost, stolen or damaged. You agree to pay us for any costs we may have to pay (either directly or indirectly) in replacing or repairing lost, stolen or damaged metering equipment (this includes call-out charges) unless the loss or damage is caused by fair wear and tear or because of something that we have done or failed to do.
- 2.6** We will not be responsible for any fault or for something that happens because of a fault in or relating to a meter or other fitting that we do not own or that has not been provided on our behalf.
- 2.7** If you take a supply of energy through a Prepayment meter and you use an electronic or token meter, you must make sure you buy enough units of energy to cover the amount of energy you use. You must keep the Prepayment Meter key or card (or other device used to put credit on the meter with units) clean, safe and free from damage. We may ask you to pay any costs we incur as a result of you not looking after your Prepayment Meter key or card.
- 2.8** You must only use the most recent Prepayment Meter key or card (unless we tell you otherwise) to put credit on your Prepayment Meter, or else your meter may not be updated with the correct pricing information and this may result in you paying a higher price for your Supply.
- 2.9** If your supply contract ends, we may remove from your Premises any meter we own or lease. We may also ask our officers, employees, agents or contractors to enter your Premises to remove a meter for us. We will not do this if another supplier agrees, before the end date of your contract, to buy or take over that meter on condition that we receive appropriate compensation for the value of the meter.
- 2.10** If you have a 'smart meter' that we can read without coming to your premises, you agree that:
- (a) it and the in-home display unit must not be removed from the premises without our permission;
 - (b) we may use it to remotely monitor the energy you use;
 - (c) we may remotely repair and update it, switch it from credit to prepayment or disconnect your supply (or both); and
 - (d) we may use information from it to work out your bill, offer you appropriate tariffs and other products (including via any associated in-home display device) and for any other purposes in line with the information policy.

3 Prices and changes to these conditions

- 3.1** When you enter into a supply contract with us we will give you written details of the initial prices of energy and your Payment Scheme. These form part of your contract. We may change these prices from time to time in line with these conditions.

- 3.2** Prior to the annual Price Review Date we will only increase the prices we have agreed with you (which you will be advised of when you first enter into your supply contract with EDF Energy and in each subsequent Statement of Renewal Terms) if either:
- 3.2.1** you have failed to comply with this contract or any of its terms in any way (and in particular, any of the circumstances at clause 6.6 apply to you); or
- 3.2.2** any obligation or cost imposed on us in connection with processing, distributing, transporting, selling or supplying energy is increased, or any change is made to the methodology used for calculating such costs, or a new obligation or cost is introduced, and that increase or new cost or obligation directly affects our costs of providing the Supply or of otherwise complying with our obligations under this supply contract.
- 3.3** We will send you a Statement of Renewal Terms approximately 10 weeks before your Price Review Date, to let you know your New Prices. If you accept these New Prices then you do not need to do anything. Once your existing Price Review Date passes, the New Prices will apply until the next Price Review Date, unless you leave us in accordance with clause 6.1.
- 3.4** If you are in a Fixed Term Period and would like to leave us before your New Prices take effect you must let us know at least 30 days prior to your Price Review Date. You will then be free to leave us immediately after your Price Review Date, provided you have no outstanding debt on your account and none of the provisions of clause 9.1 apply. If you provide us with notice less than 30 days prior to the Price Review Date you will be charged your New Prices after the Price Review Date until the required 30 day notice period has expired. You can give notice by telephoning us on 0808 101 4276 or you can give it in writing by fax, online or post.
Write to: FREEPOST: EDF ENERGY – PLYMOUTH.
Fax to: 01903 283 716. Online at: www.edfenergy.com/noticetoleave
- 3.5** Where we are entitled to change the conditions of your contract, this includes the right for us to change your product or the way you pay and how often you pay.
- 3.6** If you ask for any service that your Local Distributor does not provide as a standard service, or if you cause them to run up costs beyond those they would normally run up in carrying out their responsibilities as an electricity distributor or gas transporter, we may charge you any reasonable costs we have to pay as a result.
- 3.7** If you owe your previous supplier money for the energy they supplied to you at your Premises, or you owe money to us or one of our group companies for electricity or gas (or both) supplied to you, we may take over the right to collect that money. You agree that we will be entitled to collect the amount you owe (plus our reasonable costs of collection) within a reasonable time.
- 3.8** If the way you agreed to pay for your energy has special conditions relating to it (for example, your Payment Scheme may have specific terms relating to payment), they

will form part of your supply contract. We will send details of these terms to you separately where they apply to you.

- 3.9** Taxes, duties or levies (including VAT) are payable in addition to energy costs. The rates of taxes, duties and levies may be increased during the term of your contract and new taxes, duties and levies may be introduced. Any taxes, duties or levies will also apply to the costs of processing, distributing, transporting, selling or supplying energy, whether we pay these taxes and other charges direct or refund someone else who is responsible for making the payments (such as the Local Electricity Distributor).
- 3.10** You agree to pay for any other charges which apply under this contract or under any extra conditions we have agreed with you from time to time which we include on your Bill. If we are supplying you with electricity under this contract you also agree to pay for any charges which arise in connection with Green Deal Premises (such as Green Deal Charges) which we are obliged to collect from you.
- 3.11** If you do not pay any of the charges due to us by the date that we request then we may put you on our Extended Supply Prices which are published at: www.edfenergy.com/extendedsupplybusinessprices
- If we do this then this contract will continue to apply, but your prices may change.

4 Bills and payments

- 4.1** We will provide you with a Bill (which will show you a breakdown of our charges) at least once a year, but we may send you a Bill or another statement setting out amounts you owe us in line with your agreed Payment Scheme at any time.
- 4.2** Our Bill or statement may be based on a reasonable estimate of how much energy you use, based on information that we have about your Premises and how much energy you use at the Premises. You must pay the amount specified on your Bill or statement, including where this is based on an estimate of your energy consumption. If you are unhappy with the amount specified in the statement or Bill, you should contact us immediately to give us your own meter reading, or to arrange for us to read your meter. However, we may arrange to read your meter and issue a replacement statement or Bill at any time (including after this supply contract has ended).
- 4.3** If your meter does not accurately record the amount of energy that we supply to your Premises, or if any other information we need to work out the amounts payable by you is not correct or available, we may make a reasonable estimate of the amount of energy you have used and send you a statement or Bill. (However, we may also wait until we have received the required information). If we discover that any statement or Bill we have sent to you has been based on information that is not accurate or complete, we will make any necessary adjustments and, if necessary, send you a new statement or Bill as soon as we can.
- 4.4** If you do not give us a valid meter reading that has been taken immediately before the Supply Start Date, we may estimate the amount of energy Supplied to your Premises

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

- 4.5** You agree to pay us in whichever way we have agreed with you, and you agree to pay the amounts specified in each statement or Bill in full (even if it is based on an estimate of your consumption). You should pay the amounts specified on your statement or Bill by the Due Date. If you do not pay by the Due Date, we may change the way you pay (for example, from Direct Debit to a Prepayment Meter key or card). We have the right to offset any credits or debts you may have in connection with any goods or services we supply against any other credits or debts you have in connection with any other goods or services we may supply to you. For example, if your gas account is in credit, we can use that credit to pay off a debt on your electricity account.
- 4.6** If you are having difficulties paying, we will discuss your payment arrangements with you and try to help you, in line with our codes of practice. But we can only do this if you contact us to let us know. If at any time you owe us any outstanding charges and you issue us with a payment that does not cover these charges in full, then you should advise us in writing at the time of making such payment which debt you would like us to credit it against. Where you do not specify which debt you would like your payment to be credited against, we have the right to apply that payment to whichever debt we consider to be most appropriate. For example, we may decide to apply the payment against those charges which have been outstanding for the longest period. In accordance with our obligations under Standard Licence Condition 38 and the Green Deal Arrangements Agreement, if such outstanding charges include Green Deal Charges then we will apply your payment in the relevant proportions due for the amount of Green Deal charges and charges for the supply of electricity in each case.
- 4.7** If you do not pay the amounts specified in your statements or Bills in the way we have agreed, we can ask you to pay in another way. This could increase the amount you pay (see clause 3). Depending on whether or not you have made your payments on time, we may need to fit a Prepayment Meter at the Premises. We may charge you extra for fitting the Prepayment Meter and supplying you through it.
- 4.8** If you pay us later than the Due Date, we have the right to charge you:
- 4.8.1** interest on the amount you owe us, which will be worked out at an annual rate of 8% above the base lending rate of the Bank of England from time to time. We will apply this interest rate to the amount you owe us from the Due Date to the date we receive your payment in full; and
- 4.8.2** an administration fee of up to £30 plus VAT.
- 4.9** We have the right to ask you for, and you must pay, any reasonable expenses we incur in obtaining the money you owe us under this contract, including costs associated with disconnecting or replacing a meter (or both).

- 4.10** If you are being supplied with electricity at Green Deal Premises we will start to collect Green Deal Charges, accruing after the Supply Start Date, from you through your electricity Bill or statement.
- 4.11** It is a requirement that you must pay for Green Deal Charges by the same payment method as you pay us for your electricity supply and you cannot choose to pay for your Green Deal Charges by a different method.

5 Security Deposit

- 5.1** In some circumstances, we may ask you to pay a Security Deposit. If we ask you to pay this, we will explain the procedure when we contact you. We may ask you to pay a Security Deposit either at the start of this contract or at any time during the contract.
- 5.2** Unless it is reasonable for us to keep a Security Deposit for a longer period, we will give you the Security Deposit back after a year, along with interest worked out at the annual rate of the base lending rate of the Bank of England.
- 5.3** When we repay a Security Deposit, we will take from it any money that you owe us for the Supply.

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

- 6.1** You can end this contract in any of the following ways:
 - 6.1.1** If you stop owning or renting the Premises, you can give us notice to end your supply contract from the date you stop owning or occupying the Premises. However, you must give us at least 14 working days' notice of this. If you do not give us enough notice, your supply contract will end on the 14th working day after you have given us notice or the date on which the new owner or occupier of the Premises starts receiving a supply from us under a contract for the Premises. You will not be responsible for paying any charges which are paid by any new owner or occupier; or
 - 6.1.2** If you give us no less than 30 days' notice to end this supply contract by one of the following methods:

You can give notice by telephoning us on 0808 101 4276 or you can give it in writing by fax, online or post.

Write to: FREEPOST: EDF ENERGY – PLYMOUTH.

Fax to: 01903 283 716. Online at: www.edfenergy.com/noticetoleave

(provided that such notice is to take effect after the expiry of your Fixed Term Period).

- 6.2** When we have received proper notice under clause 6.1, we will prepare a final Bill for you, setting out all outstanding charges that you owe us. We may need to get a final meter reading for this (if this is the case, clause 2.3 will apply).

- 6.2.1** If you give notice to end this contract in line with clause 6.1 above but another supplier does not start supplying the Premises within 30 days of the expiry of your notice of termination, EDF Energy will continue to Supply you subject to the provisions of clause 6.2.2 below.
- 6.2.2** Your existing contract with EDF Energy for the supply of energy will remain in full force and effect. Your energy will continue to be supplied to your Premises by EDF Energy on your existing terms, except that 30 days after the expiry of the notice of termination:
- a) The charges that you pay for your energy supply will be amended and you will instead be charged our Extended Supply Prices for the energy consumed at your Premises until such time as your relevant energy supply is taken over by another supplier, or you enter into a new contract with EDF Energy for the supply of such energy to your Premises which replaces this agreement; and
 - b) Where you are being supplied under our Extended Supply Prices, EDF Energy will not raise an objection unless any of the circumstances in clause 9.2 apply in the event that a new supplier makes an application to supply your Premises. Our latest Extended Supply Prices for each type of energy that are applicable at any particular time will be published at www.edfenergy.com/extendedsupplybusinessprices
- 6.3** If you do not give us proper notice under clause 6.1, this contract will remain in force in line with clause 1.9 and you will continue to be legally responsible for all charges under this contract until it properly comes to an end.
- 6.4** Conditions described under clause 6.4 are only applicable to Fixed Term Period contracts and not our Easy Fix product.
- 6.4.1** If you try to change your supplier prior to the end of the Fixed Term Period, or we terminate the Agreement in accordance with our rights, we may, in addition to our other rights, charge you an Early Termination Fee.
- 6.4.2** The Early Termination Fee shall be the sum of the following components, as calculated by us
- (a) the Energy Component; plus
 - (b) the Fixed Cost Component
- 6.4.3** For the purposes of Clause 6.4.2
- (a) The “**Energy Component**” is an amount (in £) determined by us as follows:
 $(\text{OMR} - \text{TMR}) * \text{USV}$
Where:
- Original Market Rate (OMR)** shall be a rate per unit of energy (in £/kWh), determined by us, based on the market prices when we bought the energy for your Agreement;
- Termination Market Rate (TMR)** shall be a rate per unit of energy (in £/kWh), determined by us, based on the market prices when the Termination Fee is calculated;
- Unsupplied Volume (USV)** means an amount of energy (in kWh) which we forecast you would have consumed from the date the termination of this Agreement takes

effect until the date your Fixed Term Period was due to expire had the Agreement not been terminated early, such amount to be determined by us based on information that we have about your Premises and how much energy you use at the Premises. Provided that where the sum of the above calculation is negative, or zero, there shall be no Energy Component.

(b) The “**Fixed Cost Component**” is an amount (in £) determined by us as follows:
 $((URC \times USV) + (FDC \times UCD)) * CP$

Where:

Unit Rate Charge (URC) means the rate we charge you for each unit we supply to you during your Fixed Term Period, as set out in your contract confirmation letter.

Unsupplied Volume (USV) shall be as defined in 6.4.3 above.

Fixed Daily Charge (FDC) means the daily charge we apply for supplying you as set out in your contract confirmation letter.

Unsupplied Contract Days (UCD) means the number of days from the date that the termination of this Agreement takes effect until the date your Fixed Term Period was due to expire had the Agreement not been terminated early.

Contract Percentage (CP) shall be the percentage that we notify to you at the time you enter into this Agreement, 5% if you agreed your contract directly with EDF Energy or 10% if you came indirectly via a Third Party Intermediary (TPI).

- 6.4.4** If you wish to end your Agreement with us before your Fixed Term Period is due to end, you will be charged an Early Termination Fee. From the date you notify us that you wish to end your Agreement with us you will continue to be supplied pursuant to these terms and conditions except that you will be moved on to our Extended Supply Prices until you change supplier or agree a new contract with us. If you have an outstanding balance (including an Early Termination Fee) on your account we may object to you transferring to a new supplier until this has been paid.
- 6.4.5** We shall be entitled to recover any Early Termination Fee by including it in any invoice we issue to you.
- 6.4.6** You agree that the Early Termination Fee represents a genuine pre-estimate of the losses, costs and expenses that we might suffer as a result of the early termination of this Agreement.
- 6.5** When this contract ends, you must pay our final Bill within 14 days of the date on it. We may ask you to pay any reasonable extra administration charges that we incur if you do not do so. In addition, you will be legally responsible for paying us any costs we incur in preventing the ongoing Supply to the Premises. We will treat these costs and payments as debts that you owe us.
- 6.6** We are entitled to either:
- 6.6.1** end this contract immediately and arrange for the Supply to your Premises to be disconnected; or

- 6.6.2** place you onto our Extended Supply Prices, in which case this contract will continue in full force and effect if:
- a) You do not pay Your Bills in full and on time (or pay any Security Deposit that we have asked for);
 - b) Your payment arrangements or payment method changes. In particular, if you have agreed to pay by Direct Debit but then you do not do so or your Direct Debit stops or is cancelled, for whatever reason (until you clear any outstanding balance, if applicable, and reinstate your Direct Debit). Also, if the change in the way you pay means we have to change any energy meter or associated metering equipment, we may charge you to cover these costs. In certain circumstances, we also may ask you to pay a Security Deposit (see clause 5 for more details);
 - c) You are declared bankrupt, or any formal steps are taken to have you declared bankrupt;
 - d) You have an interim order made against you under the Insolvency Act 1986;
 - e) You pass a resolution for your business to be wound up or a court that has the power to do so makes an order for your business to be wound up or dissolved;
 - f) You have an administration order made against you or enter into a voluntary (or other similar) arrangement with your creditors and any one of the following conditions are met:
 - i) the insolvency office-holder consents to the termination or Extended Supply Prices; or
 - ii) a Court grants permission to terminate if it would place us in hardship not to; or
 - iii) Charges for your Supply that are incurred after entering into administration or voluntary arrangement are not paid within a period of twenty eight (28) days from the date such Charges are due; or
 - iv) We give written notice to the insolvency office-holder that your Supply will be terminated unless the payment of Charges in respect of the continuation of Supply after entering into administration or voluntary arrangement is personally guaranteed and the insolvency office-holder doesn't give that guarantee within 14 days of receiving our written notice;
 - g) You enter into liquidation or any other insolvency proceedings are started against you or a receiver or administrative receiver is appointed over the whole or any part of your business or assets unless you subsequently enter into administration in which case clause 6.6.2(f) shall apply
 - h) You threaten to stop paying your debts;
 - i) You do not carry out any of your other responsibilities under this contract;
 - j) You break our arrangements with you under this contract (for example, if we reasonably believe that you have stolen energy or deliberately interfered with an energy meter or with any part of the associated metering equipment);
 - k) The Electricity Regulator directs another supplier, instead of us, to supply your Premises;

- l) Your Supply must be cut off under any of the industry arrangements which we have to comply with;
- m) There is a risk of danger to the public if the supply is continued; or
- n) You no longer own or occupy the Premises.

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

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

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

7 Our legal responsibility

7.1 We are only legally responsible to you as set out in these conditions. We have no other duty or legal responsibility to you. All other legal responsibilities, guarantees and any other conditions implied by law, or otherwise, will not apply as far as this is allowed by law.

7.2 If we cannot make sure that you are supplied with energy at your Premises for some reason that is beyond our reasonable control (for example, because of something that another supplier or a distributor, transporter or shipper has done), you will not be able to claim that we have broken our arrangements with you under this contract.

7.3 We are not legally responsible to you in any way for direct or indirect loss of income, business or profits, or for any other loss or damage (other than something arising from any fraud or fraudulent misrepresentation by us) that we could not reasonably foresee at the time you entered into this contract. We will also not be legally responsible to you for any loss which you have as a result of your legal responsibility to any other person.

7.4 Our liability to you is not otherwise excluded by anything in this clause 7. Our total legal responsibility to you under this contract is limited to £1,000 for one incident, or a total of £10,000 in relation to all claims against us in relation to this contract. Our legal responsibility to you is not limited where we have committed fraud or have caused death or personal injury.

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

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

- 7.7** Each of the subclauses 7.1 to 7.6 can be enforced separately. If, for any reason, one or more of these terms are found not to be valid or to be unreasonable, we may still enforce the rest of the clauses.

8 National terms of connection – Electricity Customers

We are acting on behalf of your Local Distributor to make an agreement with you. The agreement is that you and your Local Distributor both accept the National Terms of Connection (NTC) and agree to keep to the conditions of the NTC. This will happen from the time that you enter into this contract and it affects your legal rights.

The NTC is a legal agreement. It sets out your rights and responsibilities in relation to the connection at which your Local Distributor delivers electricity to, or accepts electricity from, your home or business. If you want a copy of the NTC or have any questions about it, please write to:

Energy Networks Association, 6th Floor, Dean Bradley House, 52 Horseferry Road. London SW1P 2AF. You can also phone 020 7706 5100 or visit: <http://2010.energynetworks.org/>

9 Objections

- 9.1** In addition to our other rights, if we receive notice that another supplier has applied to supply any of the Premises, and if any of the circumstances in clause 9.2 apply, you agree to the following:
- 9.1.1** We can object to the relevant Local Metering Point Administration Service to prevent the new supplier taking over the supply at your Premises;
- 9.1.2** You will not dispute, challenge or do anything to prevent any objection we raise in line with this clause 9.1;
- 9.1.3** If we ask you to, you will provide the new supplier, within three working days of us asking, with written confirmation in a format agreed by us that you:
- a) Do not want them to proceed with their application to supply your Premises and ask them to withdraw all existing registration applications for the Premises and those applications that are currently being processed;
 - b) Ask them to confirm to us in writing that they will not make any more applications to supply your Premises until we have confirmed to them that you have given us proper notice to end your contract with us; and
 - c) Agree to take any other necessary action to make sure that we continue to remain registered with the Local Metering Point Administration Service as the energy supplier responsible for supplying your Premises.
- 9.2** Clause 9.1 shall apply in any of the following circumstances:
- 9.2.1** You have an outstanding debt with us (including an Early Termination Fee), or a debt with one of our group companies, that relates to supplying energy (or providing services in connection with your energy supply) to your Premises;

- 9.2.2** Your new supplier has contacted us, and we have agreed that the new supplier's application was made by mistake;
- 9.2.3** The new supplier's application relates to a metering point which is a Related Meter and the new supplier has not applied to register all the Related Meters on the same working day for the same start date;
- 9.2.4** The new supplier's application is to start supplying any of your Premises before you give us proper notice that you want to end your Supply with us and that notice period has ended (see clause 6.1);
- 9.2.5** You have told us to object to the new supplier's application;
You have not kept to your responsibilities under this contract;
- 9.2.6** You have entered into a new contract with us after you agreed to transfer to another supplier.

9.3 If we:

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

we will not object to your new supplier reapplying. If your new supplier has not reapplied, your contract will remain in force in line with clause 1.9 and clause 9.1 and will once again apply to any new applications by new supplier.

10 Other conditions which apply

- 10.1** We may assign or transfer all or any of our rights (including the right to demand that you pay charges you owe us and to take you to court if you refuse to pay them) and legal responsibilities under your supply contract without your permission. We can also subcontract (pass to a third party) any of our obligations under the supply contract without your permission.
- 10.2** Your rights and responsibilities under this contract are personal to you, and you are not entitled to transfer any part of the contract (including your rights and responsibilities) to another person without getting our written permission first.
- 10.3** We may stop, suspend or restrict the supply of energy to your Premises because of an Act of Parliament or any regulation made under it. While that law is in force you must not use energy or, if we tell you, you must keep to any limits set on the amount of energy you can use (we will give you more information if we need you to do this).
- 10.4** We may also have to suspend or stop supplying your Premises with energy if:
- 10.4.1** for reasons beyond our control, your Local Distributor or our suppliers have done something they should not have done or have failed to do something they should have done; or

10.4.2 your Local Distributor asks us to stop supplying your Premises

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

10.6 We may sometimes monitor and record calls that you or we make. This is to improve the quality of the service we give you and to train our employees.

10.7 If you have a complaint about any of our services, you may contact our customer service centre. Details of our complaint handling procedure can be found at www.edfenergy.com/sme-complaints.

If you are a Micro Business you can also refer your complaint to Ombudsman Services: Energy to investigate. Alternatively, you can contact the Citizens Advice consumer service to get free, confidential and impartial advice on consumer issues. You can visit their website www.adviceguide.org.uk or call the Citizens Advice consumer helpline on 03454 04 05 06.

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

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

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

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

10.11 Climate Change Levy Exemption Declaration

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

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

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

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

10.12 Climate Change Levy ("CCL")

No amounts that you are required to pay in line with clauses 3 and 4 of this contract include the CCL. Where the CCL applies, we will add the CCL to your prices at the relevant rate from time to time. If you are not on a renewable product and you do not have to pay the CCL, it is your responsibility to provide us with evidence of this by sending us your supplier certificate (form PP1 1) to the following address. FREEPOST: EDF ENERGY – PLYMOUTH. We have the right to continue to charge you extra for the CCL until you send us your supplier certificate to the address above.

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

10.13 Times applying to relevant electricity meters.

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

Your Local Network Operator decides the actual time for which units apply.

For more details, please call us on 0800 015 7787.

10.14 This contract is governed by English law any disputes shall be heard exclusively in the courts of England and Wales.

11 Information policy

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

- Set up, monitor and manage your energy account;
- Work out and manage any Security Deposit we need from you;

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

11.2 You agree that we may share your information with other organisations in connection with the purposes set out in clause 11.1 above. This may include us sharing your information with a joint energy account holder, or with the bank account holder of any Direct Debit instruction we are given in relation to your account with us. We may also share information between any of your accounts with us or any of our group companies.

11.3 Before we can transfer your energy supply to us we may also need to contact your current supplier to find out the details of any outstanding debt you may owe them. If we need to change appointed agents (such as meter readers), we may need to give the new agents' details about you and the supply to your Premises. If you take part in one of our loyalty schemes, we may also give your information to the loyalty scheme provider so the provider can run that loyalty programme in line with the agreed rules of that programme. If you give us information to carry out a credit check, we will use your information to do the following:

- To check your details with a fraud protection agency or agencies. If you give us false or inaccurate information and we suspect fraud, we will record this;
- To help make decisions about credit and credit-related services, for you and your business;
- To help make decisions on motor, household, credit, life and other insurance you have asked us to provide or that you have claimed under;
- To trace people who owe us money, get back money we're owed, prevent fraud, and to manage your accounts or insurance policies;
- To check your identity to prevent money laundering, unless you give us other proof of your identity and we are happy with this proof.

11.4 By entering into your energy contract, you agree to your information being used and shared in line with this policy. When you enter into your energy contract, you can choose whether or not the information we collect about you in connection with your account can be used for marketing purposes. Please remember that other companies may collect information about you from other places (for example, from an account with them). If you have concerns about how these other companies are using your information, please contact them directly. If you have any questions about the information we are holding about you and how we are using it, or if you believe that

the information we have about you is not correct or needs to be updated, please call 0800 096 2255.

For Green Deal Customers

We are committed to respecting your rights to privacy and these clauses explain how we will use your data in order to process your personal data in connection with the Green Deal if you are supplied at a Green Deal Premises:

- 11.5** You agree to promptly give to us, free of charge, any information we reasonably need to collect Green Deal Charges from your bills and you agree to allow us to share this information (which may include contact details, billing information, or other activity relating to your energy account with EDF Energy) with other people or organisations for the purposes of administering your Green Deal Plan and discharging any obligations imposed on us by the Secretary of State, Ofgem or any other legal or regulatory authority.
- 11.6** We will process your personal data in connection with Green Deal. This may include collecting details of your Green Deal Charges and payments collected from your bills, using your personal data for the purpose of collecting your Green Deal Charges and sharing your data with third parties in order to meet the requirements under your Green Deal Plan. We may be required to disclose your personal data to the participants in the Green Deal Plan and other third parties including the Secretary of State, regulators and other law enforcement bodies. Where data transfers take place we will ensure that all third party processors apply adequate safeguards. A full list of the parties who may process personal data in relation to your Green Deal Plan is available from the GDAA Panel Secretary appointed by the Secretary of State. This list is available to view on line at www.greendealorb.co.uk

12 Feed in Tariffs

- 12.1** EDF Energy is a Mandatory Licensed Supplier of the Government's Feed-In-Tariffs scheme (FITs). This means we must register and make FITS payments to:
- Our own electricity customers.
 - An electricity supply customer of a Licensed Electricity supplier who is not a mandatory FIT licensee.
 - A generator with an eligible installation on a site not connected to the grid for import.

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

We may monitor and record calls to improve our service. Calls to 0800 and 0808 numbers are free of charge from all consumer landlines and mobile phones. Opening hours times are 8am – 6pm, Monday to Friday.



EDF Energy is a trading name used by EDF Energy Customers plc (registration number: 02228297), whose registered office is at 40 Grosvenor Place, London, SW1X 7EN. Incorporated in England and Wales. EDF Energy Customers plc is responsible for performing the duties under all EDF Energy supply contracts.

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