

Residential

Terms & Conditions



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About your Contract

If you are on a Deemed Tariff the Deemed Tariff Terms & Conditions at page 8-15 apply for you.

For all other tariffs, the Tariff Terms & Conditions on pages 3-7 apply. Details of your tariff can be found in the confirmation email or letter we sent you.

Definitions

energy	residential gas or electricity (or both).
we', 'us', 'our'	EDF Energy Customers Ltd, registered office: 90 Whitfield Street, London, W1T 4EZ, incorporated in England and Wales (Trading as EDF Energy).
registered supplier	the supplier registered with the local metering point administration service or metering point registration service who is responsible for supplying energy to your premises.
distributor	the companies licensed to deliver energy to your premises.
premises	any part of any land, building or structure you've asked us to supply energy to.
metering equipment	the energy meter and other related devices, like key cards or in-home display devices (this does not include your meter box).
prepayment meter	an energy meter operating in a mode which requires a customer to pay charges in advance both for a traditional and/or smart meter.
smart meter	a meter that records information such as consumption of energy, and is able to directly supply us with meter readings.
supply transfer	transferring responsibility for supplying energy to your premises from another supplier to us, so we can become the registered supplier or visa versa.
cooling off period	means the 14-day period starting the next day after signing up with us during which you can cancel this contract without paying any applicable exit fee.
supply start date	for each fuel, this is the date from when we become the registered supplier for your premises.
end date	if you are on a fixed tariff, this is the date your tariff ends, which is shown in your tariff information label (TIL).
working day	means a Monday to Friday excluding public holidays in England.
charges	our charges for supplying energy, including any Green Deal charges which apply. *If you don't pay as agreed, your charges may change (please see clauses 17.c.).
Green Deal charges	the charges for energy efficiency measures installed at your premises, that we must collect through energy bills, in line with the Government scheme known as 'Green Deal'.
tariff	means your chosen tariff as set out in your tariff information label (TIL) and confirmation letter or email.
tariff information label or TIL	the document accompanying these terms and conditions setting out your energy prices, the start and (if applicable) end date of your tariff, along with other tariff specific information.
variable tariff	a tariff for which the unit rate you are charged for the energy you use may vary, dependant on market conditions. There is no end date to this tariff.
fixed rate tariff	a tariff in which the unit rate you are charged for the energy you used is fixed. This is fixed for a set period of time, as per your tariff end date.
payment method	payment by either Direct Debit, Cash or Cheque, Pay As You Go or any other method we determine.

Tariff Terms & Conditions

Important Information (Key Terms)

1. Introduction:

- 1.a.** Details of your prices, applicable exit fees, and tariff terms and conditions are in the confirmation email or letter we sent you. You can also find your prices in your Tariff Information Label, please visit edfenergy.com/til
- 1.b.** This is a contract for us to supply energy to you. By entering into it, you agree to keep to these terms and conditions.
- 1.c.** Please read them carefully to understand your commitments and responsibilities. The standards we must meet in supplying energy to you and the compensation arrangements that apply if we fail to meet these are set out in the Standards of Performance booklet, which can be found at edfenergy.com/sites/default/files/r863_guide_to_service_standards_aw1_e5.pdf
- 1.d.** You can access all of your account information at the touch of a button via our app - edfenergy.com/mobile-app or MyAccount - edfenergy.com/myaccount. If you need to receive paper bills, please get in touch with us and we will try to arrange this for you.

2. Responsibilities

- 2.a.** So that we can keep you updated with important information, we need you to let us know of any changes to your personal details, such as your phone number and email address. You can make changes via your EDF App & MyAccount.
- 2.b.** You are responsible for making sure your premises are connected to all relevant distributors' networks. If they're not currently connected, please visit edfenergy.com/for-home/help-support/contact-us
- 2.c.** Our responsibility to supply your premises (and your responsibility to pay all charges associated with your tariff and supply) begins on your supply start date with us. From this date and for as long as we're your registered supplier, all energy recorded by your meter or which is supplied to your premises will be treated as being supplied under this contract, even if you have a contract with any other person.
- 2.d.** This contract continues until it is ended in line with clause 10. If your tariff has an end date, this will be shown in your Tariff Information Label (TIL). At the point at which your contract is ended in line with clause 10, or at the end date as confirmed in your TIL, if you haven't switched supplier or agreed a new tariff with us we will automatically transfer you to our deemed terms published under the Gas Act 1986 and Electricity Act 1989. You can find information on deemed prices at edfenergy.com/deemed-tariff-prices ; or
- 2.e.** Any supply made during any period where there is no contract between us will be governed by our deemed terms.

3. Access and meters

- 3.a.** You agree to give us, our contractors or any person we tell you about, safe, full, free and unrestricted access to your premises and all metering equipment and other fittings used in connection with supplying your premises. If obstructions prevent access, you must remove them and pay any costs involved. We may also charge you if you don't let us know at least 48 hours beforehand if access won't be available at the time of a booked appointment.
- 3.b.** You are responsible for all pipes, equipment, wires and cables and all other fittings used in connection with supplying energy on your side of the meter and their maintenance and safe condition. (Your side of the meter starts at the point energy leaves your meter after the meter has measured it and includes your home wiring). Any energy losses that happen on your side of the meter are your responsibility. If you ask for a meter inspection at your premises, we may charge you.
- 3.c.** Our supply is conditional on us being satisfied that your premises have a suitable meter installed that meets our requirements to enable us to properly supply and bill you with our systems and meets relevant industry standards for safety, accuracy and reliability and which is capable of providing all the information we need to provide and measure energy in line with the type of tariff you have chosen. We reserve the right to replace, reposition or reprogram any existing meter (for which we may charge you) or we may change your tariff to one that we consider appropriate (which may affect your prices). We will not be responsible for any fault relating to metering equipment we do not own or that has not been provided on our behalf. You should contact us if you are not sure if your metering equipment is appropriate.
- 3.d.** 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 mode or disconnect your supply (or both, if we do this, we'll tell you before it happens).
 - (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.
 - (e)** from time to time the information from your smart meter may not correctly reflect the energy you have used, and you must not let anything stop it communicating with us. In such circumstances, we reserve the right to apply the correct charges which will be applied to your smart meter or reflected in a separate bill.
 - (f)** collect information about how your smart meter is working, for example to see if has any faults or has been tampered with.
 - (g)** take half hourly consumption data, provided you have agreed we can do this, or where you haven't agreed to half hourly readings, we may take daily readings, providing we have told you in advance, or else we'll take monthly readings. We'll have explained your consent options either while your smart meter was being installed, or at the point we found out you had a smart meter already installed by a previous supplier. You can change the frequency of your smart meter readings at any time by contacting us. If you're on one of our half hourly tariffs, you'll need to agree to us taking half hourly meter readings to be eligible for that tariff.
 - (h)** take a meter reading at any other time where we are permitted to by OFGEM e.g., to provide you with a bill or investigate a query on your account.
- 3.e.** We'll only use the information we collect from your metering equipment in line with our privacy policy.
 - 3.f.** Smart meters automatically send us your meter readings. As part of this contract, if you don't already have a smart meter installed at your property, you agree to have one fitted. We will contact you to arrange an appointment for installation. If we do not receive a response from you we will book you an appointment on your behalf and inform you of the date for your confirmation. If you repeatedly refuse to allow us to install a smart meter, or do not respond to our attempts to contact you to arrange an appointment for installation, you may not be eligible for discounts, certain of our services or smart meter tariffs which may be cheaper.
 - 3.g.** Booking an appointment for your installation is an easy process, you can visit edfenergy.com/getsmart
 - 3.h.** You must make sure that all metering equipment is not damaged, stolen or lost and is kept in safe condition. You must tell us immediately if there is any damage or fault to the metering equipment. We may recover any costs we have to pay for replacing or repairing the metering equipment (including any call-out charges), unless the loss or damage is caused by something we have done or failed to do.
 - 3.i.** If your contract ends, we may recover any metering equipment we have provided to you and you will give us, our contractors, or any person we tell you about, all the access we need to do this.

4. Limits to our legal responsibilities

- 4.a.** We are only legally responsible to you as set out in these terms and conditions. We have no other duty or legal responsibility to you, and all responsibilities, guarantees and any other conditions implied by law or otherwise will not apply, as far as this is allowed by law.
- 4.b.** We will not be legally responsible to you for any event or circumstance beyond our reasonable control.
- 4.c.** We are not legally responsible to you in any way for any indirect or direct loss of income, business or profits, or for any other loss or damage that could not reasonably have been expected at the time we entered into this contract, other than that caused by us acting fraudulently. Also, we will not be legally responsible to you for any loss you suffer as a result of your responsibilities to any other person (however this is caused).
- 4.d.** If we are legally responsible to you under these terms, except as set out in clause 4.e. below, the maximum amount we will accept responsibility for is £10,000 for all incidents that lead to loss or damage (however it happens).
- 4.e.** Nothing in these terms will exclude our legal responsibility for death or

personal injury caused by our negligence or legal responsibility resulting from us failing to carry out our legal duty under Part 1 of the Consumer Protection Act 1987 or for fraud.

- 4.f.** This clause 4 applies even after this contract has ended. As far as it excludes or limits our legal responsibility, it takes priority over any other contract term.

5. Other conditions that apply

- 5.a.** We can transfer all or any of our rights and legal responsibilities under your contract without your permission.
- 5.b.** Your rights and duties under this contract apply only to you and cannot be transferred to any other person without our written permission.
- 5.c.** If we don't enforce any part of this contract at any time, this will not stop us from doing so in the future.
- 5.d.** We may monitor and record calls that you or we make in relation to customer services and telemarketing, to help us improve quality.
- 5.e.** If you need to give us notice under this contract, you must follow our instructions in any related communications on how to provide that notice. You may communicate any general notices to us in writing to the address shown on your contract, by email to CP@edfenergy.com or by phone. If your account number starts 67 call 0333 200 5100 or if your account number starts A please call 0333 006 9950
- 5.f.** If when you first entered into a contract you provide us with an email address you agree to us initially setting up your account so that all bills, notices and other communications we send you under our supply licence are provided to you electronically either through our MyAccount service or email. These could include notices relating to: price changes, information about tariffs coming to an end, responses to complaints or questions, and other information about our legal responsibilities to you. It will also include bills, annual statements, and initial reminders about any outstanding debt on your account. If at any time you no longer want to receive communications electronically, you can contact our Customer Services team. If your account number starts 67 call 0333 200 5100 or if your account number starts A please call 0333 006 9950 or change your account settings through our MyAccount service.
- 5.g.** For a detailed explanation of how we calculate your charges, visit edfenergy.com/calculatingcosts
- 5.h.** These terms and conditions, the welcome letter and any other documents we refer to make up the whole contract for the service between you and us.
- 5.i.** Irrespective of anything in these terms, anything we do to effect any of our rights or duties under our supply licences or any other relevant Industry Arrangements or laws will never amount to a breach of the terms of this contract and nothing in this contract will prejudice our rights under our energy-supply licences or other relevant laws.
- 5.j.** If any term of this contract is found not to be valid or cannot be enforced in full or in part, the rest of the contract will continue to apply as normal.
- 5.k.** The laws of England apply to each contract with us and any disputes relating to your contract and all non-contractual disputes which relate to the services may only be heard in the English courts.

Joining and leaving us:

6. Switching to us:

It shouldn't take more than 5 Working Days to switch supply to us (unless you have agreed a later start date with us). However, if:

- (i)** we are missing information from you, even if we have done everything we reasonably can to contact you; or
- (ii)** your current supplier objects to transferring the supply; or
- (iii)** something has happened which we cannot control, this may take longer. We will do everything we reasonably can to contact you to resolve these issues.

7. Cooling Off Period:

- 7.a.** All our contracts have a cooling off period, this gives you time to think.
- 7.b.** You have a 14-day cooling off period that starts from the next day after signing up with us. During this period, you can cancel your transfer to us at any point if you want to do so.
- 7.c.** Unless you have expressly told us that you are happy for your supply to start during your cooling off period, your supply will start after your cooling off period has ended.
- 7.d.** By choosing a supply start date within your cooling off period, you will be liable for any energy used from the start date, even if you choose to leave us after your cooling off period.
- 7.e.** Where you have asked us to start your supply with us prior to the expiry of the cooling off period, and you then cancel your contract with us, during the cooling off period, we will continue to supply you on the terms of this tariff until the earlier of:
- (a)** you agreeing to another energy tariff with us;

(b) you switching to another supplier; or

(c) 15 working days from the date that we acknowledge your request to cancel your contract with us.

- 7.f.** If you've recently left EDF and would like to return to us, (after choosing to withdraw from your new supplier during their cooling off period) please let us know as soon as you can so we can initiate your return to us as soon as possible. Once you are back with us, we will place you back onto the existing version of the tariff you were on previously, for the remainder of that tariff.

8. Supplier of Last Resort (SOLR):

- 8.a.** If you switch to us as a result of your previous supplier exiting the market, we will be in contact with you with your new tariff details and prices. We will take all reasonable steps to honour any agreements made with Ofgem.

9. Disconnection of supply:

- 9.a.** If you are a prepayment or 'Pay As You Go' customer, then your supply will turn off automatically if there is no credit on your meter.
- 9.b.** We further reserve the right to disconnect supply to your property whenever we are permitted to do in accordance with our rights under supply licence and/or industry arrangements. We will charge you for the costs incurred in association with any disconnection, with a further charge to reconnect your energy supply.

10. Ending your contract with us:

- 10.a.** Your contract with us will end if:
- You agree a contract with a different supplier
 - Someone else becomes responsible for the energy at your property
 - We disconnect your energy supply
 - Ofgem request that we stop supplying you
- 10.b.** We can change the contract with you if:
- You have a change to your meter type
 - You start using your property as a business
- 10.c.** If you wish to leave us you must ensure that your account with us is up to date and all outstanding debt settled.
- 10.d.** We can end our arrangements with you under this Contract by giving you written notice except if we are acting under clause 10.e (in which case, we do not need to give you any notice).
- 10.e.** We may end this Contract immediately if:
- You are in material breach of the Contract;
 - You did not pay us what you owe us when we asked; and
 - You no longer own or occupy the Premises; and
 - We no longer have the relevant licences to supply your Energy.
 - Ofgem gives a "Last Resort Supply Direction" to another supplier in respect of the Energy in relation to the Premises.
- 10.f.** Ending your Contract will not affect any rights and responsibilities you or we had before the contract ended, or which are due to come into force or continue after the date it ended. Clauses 13.d, 17.e, 17c and 17.i continue to apply even after our supply licence has ended.

11. Moving Home:

- 11.a.** If you are moving out of a property supplied by us, you must notify us of:
- The date you are no longer responsible for the property
 - Who will be responsible for the property
 - Provide us with your forwarding address
 - Provide us with a meter reading when you exit the property
 - Clear any outstanding balance
- 11.b.** If you have notified us at least 2 working days in advance of your moving out of the property, your Contract with us will end on the date you move out of the property. If you have not notified us at least 2 working days in advance of your move, your Contract with us will end on the earlier of:
- (i)** 2 working days after you have notified us that you have moved out of the property; or
 - (ii)** the date the new occupier of the property moves in.
- 11.c.** You will remain responsible for the supply to the property until the Contract comes to an end in accordance with clause 11.b.
- 11.d.** If you are moving into a property supplied by us, you must notify us of:
- The date you gained responsibility for the property
 - Provide us with a meter reading from when you entered the property
 - We will then agree a contract with you and set your account up

12. Energy price, tariff features and charges

- 12.a.** You agree to pay all charges due under this contract (including all applicable

- exit fees), even if the charges are based on an estimate of your energy use.
- 12.b.** We may at any time (except if you are supplied through a prepayment meter or if it is otherwise not reasonable), ask you for a reasonable deposit (or other form of security) towards the charges (a 'security deposit'). If you don't provide this, we may give you notice to end this contract in line with clause 10. If we decide a security deposit is no longer needed, we may use it to pay off any debt you owe us.
- 12.c.** We can charge you any reasonable costs and expenses we have to pay in carrying out our responsibilities to you. This includes any reasonable costs connected with distributors' services, recovering money you owe, and disconnecting, reconnecting or replacing any metering equipment.
- 12.d.** You can ask for up-to-date information on our tariffs and charges which apply, and any other charges we might make for other services. Please visit edfenergy.com/additionalcharges.
- 12.e.** Certain of our tariffs have eligibility criteria. These tariffs will only be available to Customers at the point they satisfy the eligibility criteria. For example our dual rate Go Electric tariff is only available to new or existing customers who agreed to pay by Direct Debit and to who we have written confirming that their smart meter is operating in a manner that is compatible with that tariff and the meter has accepted the tariff successfully. Eligibility Criteria for our tariffs can be found at edfenergy.com/eligibility.

13. Billing

- 13.a.** We may send you a bill or statement at any time, or in line with your agreed payment method and communication preferences. We will charge you for your energy usage based on the amount of energy we reasonably consider that you have consumed (or which we estimate you have consumed in accordance with clause 13.b below) for the period covered by your bill, up to a maximum period of twelve months except where the charges relate to circumstances where:
- a)** we have previously taken steps to recover payment for charges which are older than this;
 - b)** we have not taken action to recover older charges because of any unreasonable act or omission on your part; or
 - c)** any other circumstance applies which our regulator confirms that we may seek to recover charges relating to consumption that is older than twelve months.
- Where we don't have an up-to-date meter reading we will bill you based on an estimated reading using the information that we have available about your property.
- 13.b.** We have the right to estimate your usage if we don't have all the information we need (including the energy you have used during any period) to work out the charges you owe us. We'll estimate using information we have about the energy used at the premises. This may take into account adjustments to reflect seasonal changes in use and previous meter readings, or the characteristics of your home and household energy use, or price changes.
- 13.c.** If your meter is not read immediately before the supply start date, or we reasonably believe that the reading we have is not accurate, we may estimate the amount of energy supplied during the period beginning with the supply start date and ending with either:
- (a)** the date the meter is first correctly read after the date we start supplying you; or
 - (b)** the date your contract with us ends; whichever is earlier.
- 13.d.** Where this contract ends, we'll take all reasonable steps to send you a final bill within 6 weeks. Where new information becomes available, we'll send you a corrected final bill as soon as reasonably practicable.
- 13.e.** The amount of energy you use is worked out in pence per kilowatt hour. For gas, we need to convert the consumption recorded on your meter into kilowatt hours. The method of calculation we use can be found on the back of each gas bill we send you.
- 13.f.** For a detailed explanation of how we calculate your charges, visit edfenergy.com/calculatingcosts

14. Payment

- 14.a.** You must pay your bill by the due date on the bill (or if a due date is not given within 14 calendar days of the bill date) using the payment method we have agreed.
- 14.b.** If you are being supplied at premises where Green Deal charges apply, we'll collect these from you through your bill or statement. You must pay Green Deal charges using the same payment method as you pay for your energy. You cannot choose a different method. We'll only collect Green Deal charges that become due after we start supplying you, and we'll pass them on to your Green Deal provider.
- 14.c.** If you owe us any outstanding charges, and you send us a payment that

does not cover these charges, we'll put it towards whichever debt and in whichever proportions we consider appropriate.

Payment Methods

15. Direct Debits

- 15.a.** If you want to pay for your energy by Direct Debit, we have to agree the fixed amount you need to pay at first to cover your yearly energy costs. To help keep your bills on track, we will monitor and review the fixed amount. When it is time to complete a review, we will request a meter reading either directly from your smart meter or ask for you to provide this. We review your Direct Debit payments in line with our Direct Debit rules, which form part of these terms. You can find them at edfenergy.com/directdebit.
- 15.b.** Apart from where you or we change the way you pay our charges under clause 17.a if we have agreed for you to pay by Direct Debit, you must continue to use that payment method to pay the charges. If you fail to do so, we will move you onto the cash/cheque or Pay As You Go prices for your current tariff, which may be more expensive. You can find the current cash/cheque and Pay As You Go prices for your current tariff by viewing the relevant tariff information label at edfenergy.com/til, or by calling us.

16. Pay As You Go (PAYG)

- 16.a.** If you choose Pay As You Go as your payment method, this will operate in accordance with our 'Pay As You Go Explained' leaflet, which is available at edfenergy.com/paygpolicy.
- 16.b.** From time to time there may be discrepancies between PAYG customers' meter(s) and their account. We reserve the right to refund/deduct any over or underpayment for energy charges and make any metering adjustments. You should always check your balance and ensure your account is topped up with credit, as your meters could self-disconnect if there's no credit and you'll run out of power.

17. Debt

- 17.a.** If you have a debt which is still not paid after 28 days or if you fail to keep to any payment method we have agreed, we may change your payment method or payment frequency (which could involve changing your meter too). Or we may treat this as you giving us notice to end your contract. In either case, if you continue to take energy from us, this could result in your charges changing.
- 17.b.** If we agree a repayment plan with you, you must pay charges in line with it. If not, we can withdraw it and all outstanding charges will then be due in full.
- 17.c.** If you don't pay our bills in the way we've agreed we may apply the late payment charge described in 17.g and/or, we can ask you to pay by another method and this may increase the price you pay for your energy (see clause 15.b). If this means we fit a prepayment meter, clause 3 will apply, and you may be responsible for the costs, which we'll tell you about at the time.
- 17.d.** If you're struggling, you can pay through deductions to social security you receive, by regular instalments or by using a prepayment meter (provided we consider this safe and practical). We have the right to use or transfer any debts or credits you have on your energy account.
- 17.e.** Either of us can use any credit you have on any energy account with us to pay off debt you owe us or our group companies, including in relation to other energy accounts. We will continue to offer these services where, following direction from Ofgem, another company takes over supplying your property.
- 17.f.** We'll also let you know how you can reduce your charges by using energy more efficiently.
- 17.g.** If you are late in paying any of our bills and fail to pay it in full after we have reminded you to pay, we may charge you a £10 late payment charge for that bill.
- 17.h.** If your contract ends and you do not pay the charges due under the contract within 28 days of it ending, we may transfer to your new supplier the right to recover those charges from you (within certain limits set out in our licence). Equally, in line with the same limits, when your contract begins, your previous supplier may grant us the right to recover any unpaid charges from your contract with them. In these circumstances, you agree that we can collect from you the amount you owe, plus reasonable costs.
- 17.i.** We'll only take debt recovery actions which we consider to be proportionate.

18. Changes to Terms

- 18.a.** Unless you are on a fixed tariff, we are allowed to change all terms of supply at any time. Any changes will apply from the date we publish them on our website. However, if the change puts you at a disadvantage, we'll give you advance written notice (a 'variation notice') unless clause 17.a applies. If you

are on a fixed tariff, except for a change in law, regulation, tax or duty which affects us in a way that is beyond our reasonable control, or the introduction of a new tax, duty or charge which we have to or allowed to recover from you through your energy bill (or bills), the prices and terms and conditions for your fixed tariff will not change until the end date.

- 18.b.** If following a variation notice you tell us you no longer want to continue to be supplied on our amended terms, we will suspend the date the change takes effect for up to 20 working days to allow you time to enter a new contract:
- (a)** with us for a different product; or
 - (b)** with another supplier, who must let us know that they will become your registered supplier and do so within a reasonable period. The change will take effect if you continue to remain supplied on your original product after this period. In all other cases the change will take effect on the date we have given.
- 18.c.** If you try to change supplier but owe us charges on your account, we may let your new supplier know that we plan to prevent you from transferring until you have paid what you owe. However, if you pay those outstanding charges within 30 working days of our notice objecting to your transfer, you can transfer and if you're changing supplier where clause 18.2(b) applies we will not apply the change to your terms during the transfer period. If you don't pay as you agreed, your charges may change.

19. FiT payments

We're required to make Feed-in Tariff (FiT) payments under our supply licence. If your property's eligible, we can make FiT payments to you if:

- you've got a FiT installation which is accredited by Ofgem or the Micro Certification Scheme (MCS); and
- you get your electricity from us or from a non-mandatory FiT supplier when you apply for FiT payments. We pay what's set out in the Feed-in Tariffs Order 2012, as amended, and our electricity supply licence.

About the energy we supply you

20. In case of Emergency & Power Cuts

- 20.a.** If you report a problem with your meter resulting in a loss of supply or potential dangerous situation we may need to come out to your property to fix the problem. If this is the case, you must give us our contractors or any person we tell you about, safe, full, free and unrestricted access to your premises and all metering equipment and other fittings used in connection with supplying your premises. If obstructions prevent access, you must remove them and pay any costs involved.
- 20.b.** If you believe that you have a power cut, please call 105 to report it and get updates on when your supply will be restored.

21. National terms of connection

21.a. If we supply you with electricity:

Your supplier is acting on behalf of your network operator to make an agreement with you. The agreement is that you and your network operator both accept the National Terms of Connection (NTC) and agree to keep to its conditions. This will happen from the time that you enter into this contract and it affects your legal rights. If you want to know the identity of your network operator, or want a copy of the NTC or have any questions about it, please visit their website www.connectionterms.co.uk for more information.

21.b. If we supply you with gas:

We have entered into an arrangement with your gas shipper in order to provide you with a gas supply. If your gas shipper suspends your supply for a period of time because of a gas shortage, we will pass on any compensation payment due to you as soon as possible after we receive the payments from the gas shipper.

22. If you are not happy with our service:

- 22.a.** It's really important that you're happy with the service we provide. If something's gone wrong, we want you to let us know, so we can fix the problem. Let our Customer Services team know what's happened. If they can't fix the problem straight away, they'll let you know how long it'll take and provide updates along the way. If your account number starts 67 you can reach them on 0333 200 5100 or if your account number starts A then please call 0333 006 9950 (Monday to Friday from 8am-6pm) email customer_correspondence@EDFenergy.com or write to Freepost EDF CUSTOMER CORRESPONDENCE.
- 22.b.** If you're not happy with how your complaint is progressing, let your complaint handler know. They'll arrange for your complaint to be reassessed and let you know the outcome.

- 22.c.** If your complaint is unresolved after eight weeks or you've received a 'deadlock' letter, you can call the Energy Ombudsman on 0330 440 1624 (Monday to Friday, 8am to 8pm, and Saturday, 9am to 1pm), email them at enquiry@energyombudsman.org or by visiting www.energyombudsman.org. Their services are free and independent and any decision they make is binding on us – not you.
- 22.d.** You can get help with energy problems. This includes issues with your bills, meters, or if you're struggling to pay for your energy use. If you live in England or Wales, go to citizensadvice.org.uk/energy or contact the Citizens Advice consumer service on 0808 223 1133. Calls are free. If you live in Scotland, go to energyadvice.scot or contact Advice Direct Scotland on 0808 196 8660. Calls are free. Citizens Advice and Advice Direct Scotland are the official sources of free and independent energy advice and support. To see their Energy Consumer Guidance in full, go to edfenergy.com/info-booklets, or give us a call on 0333 006 9950 and ask us to send you a copy of our Customer Information booklet.

23. Personal Data

- 23.a.** We respect your privacy and are committed to providing you with a clear understanding of how we use your data. To find out about the ways in which we protect and use your data, please visit our Privacy Notice and Policy at edfenergy.com/yourprivacy. This page will be updated when any changes made to the way we collect data.
- 23.b.** As part of our commitment to protecting our vulnerable customers, we will share any details added to our Priority Services Register with the relevant District Network Operator unless you request us not to.
- 23.c.** We like to make sure that we are offering the right service, to do this we monitor our phone calls and may record any contact made both in and outbound to our customer service and telemarketing departments.

Deemed Tariff Terms & Conditions

Deemed electricity and gas prices - notes

This document sets out our standard terms and conditions under our deemed contract scheme.

These terms apply to you if you are a domestic customer and you are using our electricity or gas services (or both) at your premises but have not entered into an express agreement with us for those services. Please read these terms carefully so that you fully understand your commitments and our responsibilities. If we supply gas to your premises, we may need to enforce other terms if your premises are not directly connected to the gas pipeline network operated by National Grid Gas.

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

For further details on the tariff or to find out what other tariffs are available, please get in touch. If your account number starts 67 call 0333 200 5100 or if your account number starts A please call 0333 006 9950.

To find your electricity prices, look in the left hand column to find your supply area.

The columns to the right allow you to identify the meter that applies to you (Standard or Economy 7) and find the prices relevant to you depending on your chosen payment method.

Your gas prices are shown in the blue column to the right of the electricity prices.

Different charges apply in the case of SoLR (Supplier of Last Resort) direction, which we will have sent to you at the time we are directed to supply. You can find these on our website at my.edfenergy.com/gas-electricity/tariff-information-labels or by calling us. If your account number starts 67 call 0333 200 5100 or if your account number starts A please call 0333 006 9950.

For Safeguard Assist Deemed prices please visit edfenergy.com/til

Payment methods

Direct Debit: This is one of the cheapest ways to pay for your energy because your unit rate is lower in comparison to other payment methods. If you want to pay for your energy by Direct Debit, we have to agree the fixed amount you need to pay at first to cover your yearly energy costs. To help keep your bills on track, we will monitor and review the fixed amount. When it is time to complete a review, we will request a meter reading either directly from your smart meter or ask for you to provide this. We review your Direct Debit payments in line with our Direct Debit rules, which form part of these terms. You can find them at edfenergy.com/

directdebit. If, for any reason, you stop paying by Direct Debit we can move you onto cash/cheque or Pay As You Go prices, which may be higher.

Pay As You Go: Pay As You Go is a quick and easy way to pay for your energy and means paying in advance through a smart meter. You can pay on the app, online via My Account, in-store with a top up card or over the phone. If you choose Pay As You Go as your payment method this will operate in accordance with our 'Pay As You Go Explained' leaflet, which is available at edfenergy.com/paygpolicy. From time to time there may be discrepancies between PAYG customers' meter(s) and their account. We reserve the right to refund/deduct any over or underpayment for energy charges and make any metering adjustments. You should always check your balance and ensure your account is topped up with credit, as your meters could self-disconnect if there's no credit and you'll run out of power.

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

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

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

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

Supply Contract

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

Default Tariff Cap prices

Standard (Variable), Deemed and Welcome - Credit and Smart PAYG

These prices are inclusive of VAT charged at 5% and rounded. Prices on your bill are shown without VAT. Prices effective from 1 July 2024

		Electricity Prices (with VAT)					Gas Prices (with VAT)	
Supply area and payment method		Standard Meter ²		Economy 7 Meter ³			Standard Meter ²	
		Daily standing charge ¹	Unit rate (kWh)	Daily standing charge ¹	Day rate (kWh)	Night rate (kWh)	Daily standing charge ¹	Unit rate (kWh)
East Midlands	Direct Debit	56.00p	21.65p	55.72p	26.28p	12.23p	31.11p	5.337p
	Cash/Cheque	61.72p	22.78p	61.69p	27.57p	12.98p	35.21p	5.616p
	PAYG	56.00p	20.88p	55.72p	25.68p	11.66p	31.11p	5.128p
Eastern	Direct Debit	49.91p	23.08p	50.44p	27.93p	12.77p	31.01p	5.402p
	Cash/Cheque	55.54p	24.29p	55.52p	29.29p	13.58p	35.21p	5.685p
	PAYG	49.91p	22.31p	50.44p	27.27p	12.27p	31.01p	5.218p
London	Direct Debit	40.79p	23.52p	40.70p	28.23p	13.25p	32.03p	5.550p
	Cash/Cheque	45.04p	24.76p	45.05p	29.60p	14.07p	35.20p	5.841p
	PAYG	40.79p	22.75p	40.70p	27.61p	12.69p	32.03p	5.333p
Midlands	Direct Debit	62.72p	21.69p	62.79p	26.41p	12.15p	31.43p	5.439p
	Cash/Cheque	68.62p	22.82p	68.58p	27.70p	12.92p	35.21p	5.724p
	PAYG	62.72p	20.92p	62.79p	25.80p	11.61p	31.43p	5.201p
North East	Direct Debit	71.21p	21.28p	70.91p	25.96p	11.85p	31.56p	5.466p
	Cash/Cheque	77.55p	22.40p	77.48p	27.22p	12.60p	35.20p	5.752p
	PAYG	71.21p	20.51p	70.91p	25.30p	11.38p	31.56p	5.258p
North Scotland	Direct Debit	61.09p	22.89p	62.22p	27.63p	13.00p	31.58p	5.396p
	Cash/Cheque	66.82p	24.10p	66.77p	29.01p	13.79p	35.21p	5.679p
	PAYG	61.09p	22.13p	62.22p	27.03p	12.43p	31.58p	5.162p
North Wales and Merseyside	Direct Debit	67.04p	23.22p	66.91p	28.23p	12.70p	31.87p	5.452p
	Cash/Cheque	72.79p	24.45p	72.75p	29.59p	13.52p	35.20p	5.738p
	PAYG	67.04p	22.45p	66.91p	27.61p	12.14p	31.87p	5.194p
North West	Direct Debit	51.18p	22.59p	50.97p	27.34p	12.47p	31.60p	5.399p
	Cash/Cheque	56.38p	23.77p	56.36p	28.67p	13.25p	35.21p	5.682p
	PAYG	51.18p	21.81p	50.97p	26.65p	12.00p	31.60p	5.149p
South East	Direct Debit	56.90p	23.13p	57.39p	28.07p	12.62p	30.94p	5.408p
	Cash/Cheque	62.93p	24.34p	62.90p	29.43p	13.42p	35.21p	5.691p
	PAYG	56.90p	22.36p	57.39p	27.44p	12.08p	30.94p	5.178p
South Scotland	Direct Debit	63.31p	21.82p	64.50p	26.30p	12.43p	31.65p	5.396p
	Cash/Cheque	68.97p	22.97p	68.93p	27.59p	13.19p	35.21p	5.679p
	PAYG	63.31p	21.06p	64.50p	25.73p	11.83p	31.65p	5.162p
South Wales	Direct Debit	63.26p	22.37p	62.76p	27.27p	12.26p	31.73p	5.686p
	Cash/Cheque	68.99p	23.55p	68.95p	28.61p	13.04p	35.19p	5.984p
	PAYG	63.26p	21.60p	62.76p	26.65p	11.71p	31.73p	5.441p
South West	Direct Debit	67.18p	22.10p	67.91p	27.69p	11.06p	30.97p	5.764p
	Cash/Cheque	73.66p	23.26p	73.61p	29.14p	11.64p	35.19p	6.066p
	PAYG	67.18p	21.33p	67.91p	27.05p	10.55p	30.97p	5.612p
Southern	Direct Debit	63.33p	22.50p	63.70p	27.29p	12.47p	30.77p	5.559p
	Cash/Cheque	69.72p	23.67p	69.67p	28.64p	13.25p	35.20p	5.850p
	PAYG	63.33p	21.72p	63.70p	26.64p	11.97p	30.77p	5.363p
Yorkshire	Direct Debit	67.44p	21.21p	67.37p	25.73p	12.15p	31.54p	5.453p
	Cash/Cheque	73.55p	22.33p	73.49p	26.99p	12.91p	35.20p	5.739p
	PAYG	67.44p	20.45p	67.37p	25.14p	11.57p	31.54p	5.238p

¹ The Daily standing charge applies whether or not you use any electricity or gas at your premises as supplied by EDF.

² Standard meter - this is the most common type of meter for electricity and gas. These meters show a Unit rate (kWh) using a mechanical clock, digital display or dial.

³ Economy 7 meter - also known as E7. This is a two-rate meter for electricity that shows a Day rate (kWh) and a Night rate (kWh). Night rate gives you cheaper unit rates for a total of seven hours, typically between 10pm and 8am (actual times are set by the local network operator and can be found on your bill). All other kWh will be charged at the Day rate.

The charges shown are only available for supplying electricity and gas to continuously occupied premises used only or mainly for domestic purposes. If you are responsible for making payments under a Green Deal Plan, we will collect those payments from you using the same payment method as you use to pay for your energy.

Default Tariff Cap prices

Standard (Variable), Deemed and Welcome - Prepayment

These prices are inclusive of VAT charged at 5% and rounded. Prices on your bill are shown without VAT. Prices effective from 1 July 2024

Supply area		Electricity Prices (with VAT)					Gas Prices (with VAT)	
		Standard Meter ²		Economy 7 Meter ³			Standard Meter ²	
		Daily standing charge ¹	Unit rate (kWh)	Daily standing charge ¹	Day rate (kWh)	Night rate (kWh)	Daily standing charge ¹	Unit rate (kWh)
East Midlands	Prepayment	56.00p	20.88p	55.72p	25.68p	11.66p	31.11p	5.128p
Eastern	Prepayment	49.91p	22.31p	50.44p	27.27p	12.27p	31.01p	5.218p
London	Prepayment	40.79p	22.75p	40.70p	27.61p	12.69p	32.03p	5.333p
Midlands	Prepayment	62.72p	20.92p	62.79p	25.80p	11.61p	31.43p	5.201p
North East	Prepayment	71.21p	20.51p	70.91p	25.30p	11.38p	31.56p	5.258p
North Scotland	Prepayment	61.09p	22.13p	62.22p	27.03p	12.43p	31.58p	5.162p
North Wales and Merseyside	Prepayment	67.04p	22.45p	66.91p	27.61p	12.14p	31.87p	5.194p
North West	Prepayment	51.18p	21.81p	50.97p	26.65p	12.00p	31.60p	5.149p
South East	Prepayment	56.90p	22.36p	57.39p	27.44p	12.08p	30.94p	5.178p
South Scotland	Prepayment	63.31p	21.06p	64.50p	25.73p	11.83p	31.65p	5.162p
South Wales	Prepayment	63.26p	21.60p	62.76p	26.65p	11.71p	31.73p	5.441p
South West	Prepayment	67.18p	21.33p	67.91p	27.05p	10.55p	30.97p	5.612p
Southern	Prepayment	63.33p	21.72p	63.70p	26.64p	11.97p	30.77p	5.363p
Yorkshire	Prepayment	67.44p	20.45p	67.37p	25.14p	11.57p	31.54p	5.238p

¹ The Daily standing charge applies whether or not you use any electricity or gas at your premises as supplied by EDF.

² Standard meter - this is the most common type of meter for electricity and gas. These meters show a Unit rate (kWh) using a mechanical clock, digital display or dial.

³ Economy 7 meter - also known as E7. This is a two-rate meter for electricity that shows a Day rate (kWh) and a Night rate (kWh). Night rate gives you cheaper unit rates for a total of seven hours, typically between 10pm and 8am (actual times are set by the local network operator and can be found on your bill). All other kWh will be charged at the Day rate.

The charges shown are only available for supplying electricity and gas to continuously occupied premises used only or mainly for domestic purposes. If you are responsible for making payments under a Green Deal Plan, we will collect those payments from you using the same payment method as you use to pay for your energy.

Definitions

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

The Citizens Advice consumer service	provides free, confidential and impartial advice on consumer issues, by phone and online, to individual consumers and small businesses.
energy	means gas or electricity (or both) we provide to domestic customers.
deemed contract	means a contract to supply gas or electricity (or both), under these terms. These terms only apply if you are a domestic customer and are using our electricity or gas services (or both) at your premises, without entering into an express agreement with us for those services.
gas transporter	the company licensed to deliver gas through pipes to your premises.
Green Deal charges	means the charges that we must collect from you as part of the Government scheme for the collection of charges for energy efficiency measures through energy bills.
Green Deal premises	means premises at which Green Deal charges are owed for the installation of energy efficiency measures.
industry regulator	is the Office of Gas and Electricity Markets (Ofgem) set up by Parliament to protect the interests of consumers. Their address is 10 South Colonnade, Canary Wharf, London, E14 4PU.
local electricity distributor	the company which owns or operates the distribution network used to deliver electricity to your premises.
Energy Ombudsman	is an independent body approved by Ofgem to investigate complaints. Visit: www.energyombudsman.org or call 0330 440 1624.
payment method	payment by either Direct Debit, cash or cheque, Pay As You Go or any other method we determine.
premises	the premises (including any part of any land or building or structure) we supply electricity or gas (or both) to under this contract.
smart meter	the meter and equipment we can use to measure how much gas or electricity (or both) you are using, without having to visit your home. A smart meter means you can also see how much gas or electricity you are using.
‘supply’ and ‘supplied’	means the energy services provided under this contract (but not otherwise). This may also include services provided in connection with the supply of electricity or gas to the premises.
‘we’, ‘us’, ‘our’	EDF Energy Customers Ltd, registered office: 90 Whitfield Street, London, W1T 4EZ, incorporated in England and Wales (Trading as EDF Energy).
working day	means a Monday to Friday excluding public holidays in England.

Further details on this are included in Clause 4. .

TERMS AND CONDITIONS

Deemed Contract Scheme

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

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

1. Your and our responsibilities

- 1.a.** We agree to supply services at the premises for the length of this contract and in line with these terms.
- 1.b.** You agree that you own or use the premises (or will on the date that the services start) and that the premises are currently connected to a mains gas network or your local electricity distributor's distribution network, or both (as appropriate).
- 1.c.** You agree to pay any part of our charges for services that are not currently part of a genuine dispute.
- 1.d.** You agree that, for as long as we are the supplier registered to your meter point administration number or meter point reference number (as applicable) as the supplier responsible for supplying energy to your premises, all energy that passes through your meter (or meters) or is supplied to the premises (or both) will be treated as having been supplied under our deemed contract scheme, even if you have a contract with any other person for supplying energy to your premises.

2. Access to premises and meters

- 2.a.** 2a. You confirm that you are legally able to, and have permission to, allow us (or someone appointed by us) into the premises and have full access to your meter (or meters), including agreeing to us gaining remote access to your metering equipment, whenever we need to in line with these terms.
- 2.b.** You agree that you are responsible for all pipes, equipment, wires and cables, and all other fittings used in connection with supplying energy on your side of the energy meter (your side of the meter starts at the point energy leaves your meter after the meter has measured it), and that you will make sure that they are kept in good working order and in safe condition at all times. Any energy losses that happen on your side of the meter are your responsibility.
- 2.c.** You agree to give your gas transporter, your local electricity distributor or us (or our employees, agents or subcontractors) safe, full and free access to your premises, and all equipment, wires and cables, and all other fittings used in connection with supplying energy to your premises. If there are any obstructions that prevent us from gaining access to your premises, and all equipment, wires and cables, and all other fittings used in connection with supplying energy to your premises, you are responsible (at your own cost) for removing the obstruction:
- 2.c.1.** whenever there is a possibility of danger or damage to any thing or property, or at any time we use our powers under an Act of Parliament (or any regulation or similar law made under it) relating to how we deliver or supply energy; and
- 2.c.2.** at all reasonable times for the purposes of installing, maintaining, inspecting, testing or replacing any lines, pipes, wires, cables or any other equipment used in connection with delivering or measuring energy.
- 2.d.** You confirm that the premises have, and that you are authorised to use, metering equipment installed which is capable of providing the information we need to work out your charges in connection with the relevant tariff. The metering equipment must meet relevant industry standards for safety, accuracy and reliability. If you are not sure whether the metering equipment installed at the premises meets these standards, you should contact us. If the premises do not have satisfactory metering equipment installed, we may increase your charges (see clause 3) or ask you to replace your meter, which may involve an extra charge.
- 2.e.** You must make sure that all metering equipment (whether it belongs to us or another person) on or at the premises is not damaged or stolen or lost. You must pay us any costs we may reasonably have to pay (either directly or indirectly) for replacing or repairing the metering equipment (including any call-out charges), unless the damage is caused by fair wear and tear or as a result of something we have done or failed to do.
- 2.f.** We will not be responsible for any fault relating to any meter or other fitting

that we do not own or that has been provided on our behalf, or for any consequences resulting from that fault.

- 2.g.** If you take a supply of energy through a prepayment meter, it is your responsibility to make sure you buy enough credit units. You must also keep and look after the plastic card, key or other charging device, keeping it clean, safe and free from damage, otherwise we may charge you for providing a replacement card or key. If you fail to do this, we may charge you any costs we may reasonably have to pay (either directly or indirectly) as a result. You must only use the most recent key or card (unless otherwise instructed by us) to charge your prepayment meter, otherwise your meter may not be updated with the correct pricing information which may result in you paying a higher price for your energy supply, or for your energy supply prices changing.
- 2.h.** If this contract (in relation to any service) ends, we can:
 - 2.h.1.** recover any energy meter we own or have leased; and
 - 2.h.2.** authorise any of our officers, employees, agents, contractors (or any other person we authorise) to enter your premises to remove all relevant meters. We will not use this right if another supplier agrees, before the date this contract ends, to buy or otherwise take possession of that meter on terms that make sure we receive appropriate compensation for the meter's value.
- 2.i.** There may be times when we want to install, or appoint another person to install, any energy meter and any associated metering equipment at your premises so that we can improve the service we provide to you. If this is the case, you agree to allow us to do this, and to let us (or anyone we appoint) into the premises to install the meter and any associated metering equipment. We will try to give you reasonable notice before we visit your premises.
- 2.j.** From time to time the information from your smart meter may not correctly reflect the energy you have used. In such circumstances, we reserve the right to apply the correct charges which will be applied to your smart meter or reflected in a separate bill.

3. Prices and changes to terms

- 3.a.** The prices we charge you, and the ways you can make your payment, are set out in the Deemed Contract Schedule of Charges (see appendix 1 to this contract). The Deemed Contract Schedule of Charges forms a part of these terms and conditions.
- 3.b.** To work out the charges for energy we supply to you, we will apply the tariff we consider most appropriate to your type of meter.
- 3.c.** We may change any of these terms at any time. If we make a change to the terms of this contract, we will do so by making a revision. We will continue to supply you after we have made this revision, in line with the revised terms.
- 3.d.** We may also make changes to the information shown in the Deemed Contract Schedule of Charges (including the prices we charge you) at any time. Unless you have a prepayment meter, any change will apply to energy we supply to you from the date we make that change. If you have a prepayment meter, your new charges may not apply until the next time you charge credit onto your meter or, if you have a token prepayment meter, until your meter has been reconfigured with the new prices. It is your responsibility to arrange an appointment to make sure your prepayment meter is correctly configured. Changes we make to the Deemed Contract Schedule of Charges are not classed as revisions, but any changes to the prices we charge you will be shown in the next bill we send to you after making the changes.
- 3.e.** We will publish any change we make to our prices in the Deemed Contract Schedule of Charges.
- 3.f.** If you take any service other than the service we or your gas transporter or local electricity distributor provides as standard, or if you cause us or them to have to pay costs beyond those they would normally be charged to carry out our responsibilities to you, we have the right to charge you any reasonable costs we have to pay as a result.
- 3.g.** If the method of payment you use changes (for any reason), the price we charge you may change to reflect this. Also, if we need to change any energy meter or associated equipment because the method of payment you use has changed, we may make a charge to you to cover these costs.
- 3.h.** Any taxes, duty or levies on energy (including VAT) will apply to all our charges to the extent that they are applicable, or be charged on the work done to process, distribute, transport, sell or supply energy, whether we pay these taxes and other charges direct or refund someone else who is responsible for making the payments.
- 3.i.** You agree to pay for other charges which apply under this contract and under any extra conditions we have agreed with you from time to time which we include on your energy bill. You also agree to pay for other charges which arise in connection with Green Deal premises (such as Green Deal charges) and which we are obliged to collect from you.
- 3.j.** By taking your energy supply from us under the terms of this contract you agree to having a Smart meter fitted when we're installing them in your area, and to us contacting you to ask you to book an appointment for its

installation. However, if you do not wish to have a Smart meter installed you may, at any time, inform us that you are opting out of having a Smart meter.

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

4.a. This contract comes into force either:

4.a.1. on the date we began to supply you (for any reason); or

4.a.2. on the date you began to take a supply from us.

4.b. This contract will end in the following circumstances.

4.b.1. If you enter into an express energy supply agreement with us or with another energy supplier (a 'new supplier'), the contract will end:

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

b. on the date you and we agree that your express supply agreement has started.

4.b.2. If you no longer own or occupy the premises, the contract will end:

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

b. the earlier of two working days after we receive your notice, in writing, that you have stopped owning, renting or using the premises or the date the new occupier of the property moves in; or

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

4.b.3. In addition, and for the avoidance of doubt, where you, as an individual, are the owner of the premises and we have evidence to reasonably conclude that you continue to be present, or operating from the premises, then you shall be treated as remaining in occupation of the premises, irrespective of whether other individuals, businesses or companies are also in occupation during the same period. In accordance with Schedule 6 of the Electricity Act 1989 and Schedule [2B] of the Gas Act 1986, all occupiers shall at all times be fully liable for all charges associated with the supply of energy to the premises on a joint and several basis.

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

4.b.5. If our industry regulator makes a 'Supplier of Last Resort' direction (when the regulator appoints another supplier to take over responsibility for our customers) or any other valid direction for your premises, and this direction appoints a supplier other than us to provide the services, you will still be legally responsible for paying our charges for providing the services – even if you no longer own, rent or use the premises – until this contract ends under this clause 4b. If we are providing you with more than one service, ending one service will not automatically end the contract for the other service (or services).

4.b.6. If this contract is in place because we've been appointed by our industry regulator to take over from your previous supplier as a 'Supplier of Last Resort' and you had a credit balance with them, we'll honour it if we committed to do so before we were appointed. We may need to get in touch to check certain information before we do.

4.c. When this contract ends, we will take all reasonable steps to send you a final bill or statement within 6 weeks. Where new information becomes available, we'll send you a corrected final bill as soon as reasonably practicable. We may need to get a final energy meter reading before we can do this otherwise we may need to bill you based on an estimated reading.

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

4.e. We may suspend or stop the supply of energy to your premises in the following circumstances:

4.e.1. You do not pay any security deposit when we ask you to, or all or any part of our charges (that are not part of a genuine dispute) when they become due whether under these terms or otherwise.

4.e.2. You do not carry out any of your other responsibilities under this contract.

4.e.3. You break any of the terms of this contract in a serious way or more than once (for example, if we reasonably believe that you have stolen energy or deliberately interfered with an energy meter or with any part of the energy metering equipment).

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

4.e.5. There is a risk of danger to you or other members of the public if we continue the supply.

4.e.6. You are declared bankrupt, an organisation or individual takes formal steps to have you declared bankrupt, or an organisation or individual begins or threatens any other form of insolvency proceedings against you. If, for any reason, we continue to supply you in these circumstances, we may need to fit a prepayment meter at your premises. You will pay the costs of this, which we may collect through the prepayment meter. This action will not affect any other rights we may have.

4.e.7. There are circumstances beyond our reasonable control which mean we are not able to perform our duties under this contract. These circumstances include anything any other energy supplier, distributor, shipper, or transporter has done or failed to do.

4.e.8. We are no longer involved in any of the industry agreements we work to, or the relevant industry agents used to collect and process meter information or to provide and maintain your meter are no longer appointed for each supply point at your premises.

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

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

4.h. Ending your contract will not affect any rights and responsibilities you or we had before the contract ended, or any rights and responsibilities due to come into force or continue after the date it ended. Clauses 4c, 5f, 5g and 5h continue to apply even after our supply licence has ended.

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

5. Billing and payment

5.a. We may send you a bill or statement at any time, or in line with your agreed payment method and communication preferences. We will charge you for your energy usage based on the amount of energy we reasonably consider that you have consumed (or which we estimate you have consumed in accordance with clause 5c below) for the period covered by your bill, up to a maximum period of twelve months except where the charges relate to circumstances where:

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

b. we have not taken action to recover older charges because of any unreasonable act or omission on your part; or

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

Where we don't have an up-to-date meter reading, we will bill you based on an estimated reading using the information that we have available about your property.

5.b. If you don't pay our bills in the way we've agreed, we may apply the late payment charge described in clause 5i and/or we can switch you to another payment method (which could involve changing your meter too) and this may increase the price you pay for your energy. If this means we fit a prepayment meter you may be responsible for the costs, which we'll tell you about at the time.

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

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

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

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

5.e. We can charge you any reasonable costs and expenses we have to pay in carrying out our responsibilities to you. This includes any reasonable costs connected with distributors' services, recovering money you owe, and disconnecting, reconnecting or replacing any metering equipment.

5.f. The amount of energy you use is worked out in pence per kilowatt hour. For gas, we need to convert the consumption recorded on your meter into kilowatt hours. The method of calculation we use can be found on each gas bill we send you.

- 5.g.** For a detailed explanation of how we calculate your charges, visit edfenergy.com/calculatingcosts
- 5.h.** We have the right to use or transfer any debts or credits you have on your energy account:
 - a.** with a previous supplier to us; or
 - b.** with us to a new supplier. Either of us can use credit you have on an account with us to pay off debt you owe us or our group companies.
- 5.i.** If you're struggling, you can pay through deductions to social security you receive, by regular instalments or by using a prepayment meter (provided we consider this safe and practical). We'll also let you know how you can reduce your charges by using energy more efficiently.
- 5.j.** If you are late in paying any of our bills and fail to pay it in full after we have reminded you to pay, we may charge you a £10 late payment charge for that bill.
- 5.k.** We'll only take debt recovery actions which we consider to be proportionate.

6. If you're not happy with our service

- 6.1.** It's really important that you're happy with the service we provide. If something's gone wrong, we want you to let us know, so we can fix the problem. Let our Customer Services team know what's happened. If they can't fix the problem straight away, they'll let you know how long it'll take and provide updates along the way. If your account number starts 67 you can reach them on 0333 200 5100 or if your account number starts A then please call 0333 006 9950. (Monday to Friday from 8am-6pm) email customer.correspondence@EDFEnergy.com or write to Freepost EDF CUSTOMER CORRESPONDENCE If you're not happy with how your complaint is progressing, let your complaint handler know. They'll arrange for your complaint to be reassessed and let you know the outcome. You can see our full complaints procedure on our website.
- 6.2.** If your complaint is unresolved after eight weeks or you've received a 'deadlock' letter, you can call the Energy Ombudsman on 0330 440 1624 (Monday to Friday, 8am to 8pm, and Saturday, 9am to 1pm), email them at enquiry@energyombudsman.org or by visiting www.energyombudsman.org. Their services are free and independent and any decision they make is binding on us – not you.
- 6.3.** You can get help with energy problems. This includes issues with your bills, meters, or if you're struggling to pay for your energy use. If you live in England or Wales, go to citizensadvice.org.uk/energy or contact the Citizens Advice consumer service on 0808 223 1133. Calls are free. If you live in Scotland, go to energyadvice.scot or contact Advice Direct Scotland on 0808 196 8660. Calls are free. Citizens Advice and Advice Direct Scotland are the official sources of free and independent energy advice and support.

7. Security

- 7.a.** We may, at any time (except in certain circumstances if you are supplied through a prepayment meter or if it is otherwise not reasonable), ask you for a reasonable deposit (or other form of security) towards the charges in connection with any services we provide to you. If we do this, we will agree with you any special terms we need to enforce relating to the deposit. If we cannot agree these special terms with you, or if you do not provide the security deposit, we may stop supplying the services after giving you reasonable notice. If we do this, clause 4g will apply.
- 7.b.** The deposit we ask for will not be more than the amounts the conditions of our energy licences allow. Unless it is reasonable for us to keep a deposit for a longer period, we will repay it to you after a year, with interest at a rate set by the energy regulator. We will make this repayment:
 - 7.b.1.** within 14 days if, during the previous full year, you have paid all our bills or statements within 28 days of the date of each bill or statement; or
 - 7.b.2.** within a month if the arrangements to supply you with energy under this contract have ended and you have paid all our charges.
- 7.c.** When we repay a deposit, we may take from it any money you owe us.
- 7.d.** If we ask you to pay a deposit and you do not agree to this, or you do not agree with the amount we have asked for, or if you have a complaint about any of our services, you may contact our Customer Services team.

8. Limits of our liability

- 8.a.** We are only liable (legally responsible) to you as set out in these terms and conditions. We have no other duty or liability to you, and all responsibilities, guarantees and any other conditions implied by law or otherwise will not apply, as far as this is allowed by law.
- 8.b.** We will not be liable to you for any event or circumstance beyond our reasonable control, including anything any other energy supplier, distributor, transporter or shipper does or fails to do.
- 8.c.** We are not liable to you in any way for any indirect or direct loss of income, business or profits, or for any other loss or damage that could not reasonably have been expected at the time this contract came into existence, other than that caused by us acting fraudulently. Also, we will

not be liable to you for any loss you suffer as a result of your liability to any other person (however this is caused).

- 8.d.** As far as our liability to you is not otherwise excluded by this clause 8, and except as set out in 8e below, we will only be liable to you for up to a maximum of £10,000 for all incidents that lead to damage we are liable for or which involves us breaking a term of your contract (or both).
- 8.e.** Nothing in these terms excludes liability for death or personal injury caused by our negligence or our liability to you resulting from us failing to carry out our legal duty under Section 12(1) of the Consumer Protection Act 1987.
- 8.f.** This clause 8 will apply even after this contract has ended. As far as this clause 8 excludes or limits liability, it will take priority over any other term of your contract (or contracts) for any services.
- 8.g.** Each of the subclauses 8a to 8g of this clause is a separate limit to our liability and will apply if, for any reason, one or more of these terms is found not to be valid or to be unreasonable. Also, each subclause will continue to apply after the contract has ended.

9. National Terms of Connection

9.a. If we supply you with electricity:

As your supplier, we are acting on behalf of your network operator to make an agreement with you. The agreement is that you and your network operator both accept the National Terms of Connection (NTC) and agree to keep to its conditions. This will happen from the time that this contract comes into existence and it affects your legal rights. The NTC is a legal agreement. It sets out rights and duties in relation to the connection at which your network operator delivers electricity to, or accepts electricity from, your home or business. In the case of some non-domestic sites, as further described in the NTC, the NTC provide for the continuing application of site-specific connection terms agreed with a previous owner or occupier of the site. Your network operator will be able to tell you whether or not site-specific connection terms exist. If you want to know the identity of your network operator, or want a copy of the NTC or have any questions about it, please visit www.connectionterms.co.uk

9.b. If we supply you with gas:

We have entered into an arrangement with your gas shipper in order to provide you with a gas supply. If your gas shipper suspends your supply for a period of time because of a gas shortage, we will pass on any compensation payment due to you as soon as possible after we receive the payments from the gas shipper.

10. Information policy

- 10.a.** We respect your privacy and are committed to providing you with a clear understanding of how we use your data. To find out about the ways in which we protect and use your data, please visit our Privacy Notice and Policy at edfenergy.com/yourprivacy. This page will be updated when any changes are made to the way we collect data.
- 10.b.** As part of our commitment to protecting our vulnerable customers, we will share any details added to our Priority Services Register with the relevant District Network Operator unless you request us not to.

11. Other conditions that apply

- 11.a.** We can transfer all or any of our rights (including the right to recover unpaid charges) and liabilities under your contract, or appoint a subcontractor to carry out any of our responsibilities under the contract (or both), without your permission.
- 11.b.** Your rights and duties under this contract are personal to you. You cannot transfer them to another person without our written permission.
- 11.c.** We may have to stop, suspend or limit the supply of services to your premises as a result of an Act of Parliament or any regulation or direction made under it. While that law, regulation or direction is in force, you must not use these services, or you must keep to the limits set on these services, in line with our instructions.
- 11.d.** If we do not enforce any part of this contract at any time, this will not stop us from doing so in the future.
- 11.e.** If you need to give us notice under this contract, you must deliver it by hand or post it to the address shown on this contract or on your last bill.
- 11.f.** If we need to give you notice under this contract, we will send it to the address you have given us or the address of the premises we are supplying with energy under this contract (or both).
- 11.g.** You and we should treat any notice sent by post to have been received two working days after it was sent, and any notice delivered by hand to have been given immediately when it was delivered.
- 11.h.** These terms and conditions, the Deemed Contract Schedule of Charges, the information policy and any other documents we refer to make up the whole contract for the service between you and us.
- 11.i.** We will not be breaking any term of this contract when we act in line with any rights or perform the duties under our energy-supply licences or any other relevant industry arrangement or laws.
- 11.j.** Nothing in this contract will affect our rights or powers under our energy-

supply licences or other relevant laws.

- 11.k. If any term of this contract is found not to be valid or cannot be enforced in full or in part, the rest of the contract will continue to apply as normal.
- 11.l. The laws of England will apply to each contract you have with us and the English courts will have full jurisdiction (legal authority) over any disputes relating to your contract and all non-contractual disputes which relate to the services.

12. Summary of Key Terms

- 12.a. Our full name is EDF Energy Customers Ltd, registered office: 90 Whitfield Street, London, W1T 4EZ, incorporated in England and Wales (trading as EDF).
- 12.b. The services to be provided under this contract are the provision of gas and electricity supply, and all associated services required in the course of providing such supply (e.g. metering, customer services, billing etc). The service levels we are obliged to meet, and the compensation arrangements that apply if we fail to do so, are set out in the Standards of Performance booklet. Other services are available from us (e.g. a range of Energy Services including the supply and installation of energy efficiency measures) and, unless otherwise agreed with us, these will be provided under the terms of a separate contract.
- 12.c. In order for us to be able to supply you your premises need to be connected to relevant local electricity distributor's and/or gas transporter's network. If your premises are not currently connected to the relevant local electricity distributor's and/or gas transporter's network please contact us. If your account number starts 67 you can reach them on 0333 200 5100 or if your account number starts A then please call 0333 006 9950 and we will explain the process for connection and when that connection will take place.
- 12.d. Up to date information on all our applicable tariffs, and any others charge we might apply in relation to ancillary services, are at edfenergy.com/additionalcharges.
- 12.e. This supply contract is evergreen, which means it will continue until such time as it is terminated in accordance with its terms, following which to receive a further supply a new supply contract will need to be entered into with us. Any supplies that take place during any period where there is no express contract in place between us will be subject to our deemed contract scheme published in accordance with the provisions of the Gas Act 1986 and Electricity Act 1989, each as amended from time to time.

13. Eligibility

Certain of our deemed tariffs have eligibility criteria. These tariffs will only be available to customers at the point they satisfy the eligibility criteria. For example, our deemed Safeguard Assist tariff is only available to persons who meet the criteria set out in the Warm Home Discount Regulations who are on year 6, 7 or 8 of the Warm Home Discount Scheme. Eligibility Criteria for our deemed tariffs can be found at edfenergy.com/eligibility.

Appendix 1:

Deemed Contract Schedule of Charges

To see our Deemed Contract Schedule of Charges (as amended from time to time), phone us. If your account number starts 67 call 0333 200 5100 or if your account number starts A please call 0333 006 9950 (see the note below) or visit edfenergy.com/deemed-tariff-prices.

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

edfenergy.com