

# Deemed Contract Terms and Conditions

(For Small to Medium Sized Businesses)

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## Deemed Contract Scheme

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

### When the scheme begins

This scheme originally came into force on 1 October 2001 and applies to electricity or gas (or both) which we Supply Micro Business and SME customers under these Deemed Terms.

### The scheme

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

### Definitions

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

**'The Citizens Advice consumer service'** – provides free, confidential and impartial advice on consumer issues, by phone and online, to individual consumers and small businesses.

**'deemed contract'** - means a contract to Supply gas or electricity (or both), under these Terms. These Terms only apply if you are a small or medium enterprise (SME) customer, and using our electricity or gas services (or both) at your Premises, without entering into a formal agreement with us for those services.

**'Gas Transporter'** – the company licensed to deliver gas through pipes to your Premises.

**'Green Deal charges'** - means the charges that we must collect from you as part of the Government scheme for installation and financing of energy efficiency measures or improvements through energy bills, and 'Green Deal Premises' means Premises at which Green Deal charges are owed for the installation of such energy efficiency measures or improvements.

**'Green Deal Plan'** - means an arrangement made by the occupier or owner of the Premises for a person to make energy efficiency measures or improvements to such Premises, to be paid for wholly or partly in instalments, as defined in Section 1(3) of the Energy Act 2011.

**'Local Network Operator'** – 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.

**"Micro Business"** - means a company which meets one of the following criteria: consumes less than 293,000 kWh of gas a year, or consumes less than 100,000 kWh of electricity a year, or has fewer than ten employees (or their full-time equivalent) and an annual turnover or annual balance sheet total not exceeding €2m.

**"Ofgem"** - is the Office of Gas and Electricity Markets), an industry regulator set up by Parliament to protect the interests

of energy customers. Their address is 9 Millbank, London, SW1P 3GE.

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

**‘Payment Method’** – 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 Premises. A Smart Meter means you can also see how much gas or electricity you are using.

**‘SME customer’** - (small or medium enterprise customer) – any customer who takes a Supply of electricity or gas (or both) from us in connection with a business (including any business involving letting, managing agent or accommodation services) and which we bill through our customer information system (CIS) or our SAP system. (If you are not sure whether you are billed through CIS or SAP, please phone our helpline on 0333 200 5103.)

**‘Supply’ and ‘Supplied’** – the energy services provided under this contract (but not otherwise). This may also include services provided in connection with the Supply of electricity or gas (or both) to the Premises.

**‘we’, ‘us’, ‘our’** – the licensed energy supplier for the services provided to you under this contract (that is, EDF Energy Customers Ltd, Reg. No. 02228297 whose Registered Office is at 90 Whitfield Street, London, W1T 4EZ, with company number 02228297, operating under the trading name of EDF and using the Supply IDs LOND, SEEB and SWEB).

### **Full Terms and Conditions for Supplying electricity or gas (or both)**

These Terms apply to you if you are a small or medium enterprise (SME) customer, and you are using our electricity or gas services (or both) at your Premises but have not entered into a formal agreement with us for those services.

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

If we Supply gas to your Premises we may need to enforce other Terms if your Premises are not directly connected to the gas pipeline network operated by National Grid Gas.

**Note:** In these Terms and Conditions, when we refer to **‘energy’** we mean gas or electricity (or both) we provide to Micro Business or SME customers. When we refer to **‘services’**, we mean gas, electricity, energy-related services and any other services we provide Micro Business or SME customers.

## **1 Your and our responsibilities**

- 1a This contract sets out our standard Terms and Conditions for Supplying services under our deemed contract scheme. These Terms and Conditions apply to you only if you have not entered into a current energy-supply agreement with us (which can be enforced by law), but we are providing you with services.
- 1b EDF is the trading name we use for providing the services. In line with these Terms, we agree to Supply services at the Premises for the length of this contract.
- 1c You agree that you own or use the Premises (or will on the date that the services start) and that the Premises are currently connected to a mains gas network or your Local Network Operator’s distribution network, or both (as appropriate).

- 1d You agree to pay any part of our charges for services that are not currently part of a genuine dispute.
- 1e You are ultimately responsible for payments for any charges incurred in accordance with these terms.
- 1f 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.
- 1g You understand if you have a Smart Meter you may lose the functionality currently available to you by switching to EDF.
- 1h Notwithstanding Clause 7b, 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.

## **2 Access to Premises and meters**

- 2a You confirm that you are legally able to, and have permission to, allow us (or someone appointed by us) into the Premises and have full access to your meter (or meters), including agreeing to us gaining remote access to your metering equipment, whenever we need to in line with these Terms.
- 2b You agree that you are responsible for all pipes, equipment, wires and cables, and all other fittings used in connection with Supplying energy on your side of the energy meter (your side of the meter starts at the point energy leaves your meter after the meter has measured it), and that you will make sure that they are kept in good working order and in safe condition at all times. Any energy losses that happen on your side of the meter are your responsibility.
- 2c You agree to give your Gas Transporter, your Local Network Operator or us (or our employees, agents or subcontractors) safe, full and free access to your Premises, and all equipment, wires and cables, and all other fittings used in connection with Supplying energy to your Premises. If there are any obstructions that prevent us from gaining access to your Premises, and all equipment, wires and cables, and all other fittings used in connection with Supplying energy to your Premises, you are responsible (at your own cost) for removing the obstruction:
  - 2c1 whenever there is a possibility of danger or damage to any thing or property, or at any time we use our powers under an Act of Parliament (or any regulation or similar law made under it) relating to how we deliver or Supply energy; and
  - 2c2 at all reasonable times for the purposes of installing, maintaining, inspecting, testing or replacing any lines, pipes, wires, cables or any other equipment used in connection with delivering or measuring energy.
- 2d You confirm that the Premises have, and that you are authorised to use, metering equipment installed which is capable of providing the information we need to work out your charges in connection with the relevant tariff. The metering equipment must meet relevant industry standards for safety, accuracy and reliability. If you are not sure whether the metering equipment installed at the Premises meets these standards, you should contact us. If the Premises do not have satisfactory metering equipment installed, we may increase your charges (see clause 3) or ask you to replace your meter, which may involve an extra charge.

- 2e You must make sure that all metering equipment (whether it belongs to us or another person) on or at the Premises is not damaged or stolen or lost. You must pay us any costs we may reasonably have to pay (either directly or indirectly) for replacing or repairing the metering equipment (including any call-out charges), unless the loss or damage is caused by fair wear and tear or as a result of something we have done or failed to do.
- 2f We will not be responsible for any fault relating to any meter or other fitting that we do not own or that has been provided on our behalf, or for any consequences resulting from that fault.
- 2g If you take a Supply of energy through a prepayment meter, and you use an electronic or token meter, it is your responsibility to make sure you buy enough credit units. You must also keep and look after the plastic card, key or other charging device, keeping it clean, safe and free from damage, otherwise we may charge you for providing a replacement card or key. If you fail to do this, we may charge you any costs we may reasonably have to pay (either directly or indirectly) as a result. You must only use the most recent key or card (unless otherwise instructed by us) to charge your prepayment meter, otherwise your meter may not be updated with the correct pricing information which may result in you paying a higher price for your energy Supply, or for your energy Supply prices changing.
- 2h If this contract (in relation to any service) ends, we can:
- 2h1 recover any energy meter we own or have leased; and
- 2h2 authorise any of our officers, employees, agents, contractors (or any other person we authorise) to enter your Premises to remove all relevant meters.

We will not use this right if another supplier agrees, before the date this contract ends, to buy or otherwise take possession of that meter on Terms that make sure we receive appropriate compensation for the meter's value.

- 2i There may be times when we want to install, or appoint another person to install, any energy meter and any associated metering equipment at your Premises so that we can improve the service we provide to you. If this is the case, you agree to allow us to do this, and to let us (or anyone we appoint) into the Premises to install the meter and any associated metering equipment. We will try to give you reasonable notice before we visit your Premises.
- 2.j If you have a 'Smart Meter', 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, and
- (e) 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.
- 2.k Signing up to these terms and conditions means that if you do not have a Smart Meter you agree to have one fitted, or, if you decide you do not want one installed, you may inform us that you are opting out.

### 3 Prices and changes to Terms

- 3a 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.

- 3b To work out the charges for energy we Supply to you, we will apply the tariff we consider most appropriate to your type of meter.
- 3c We may change any of these Terms at any time. If we make a change to the Terms of this contract, we will do so by making a revision. We will continue to Supply you after we have made this revision, in line with the revised Terms.
- 3d We may also make changes to the 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.
- 3e There may be times when we need to change these Terms other than in the circumstances described in clause 3c above. We would need to do so if we have to act in line with any relevant matter that changes our business costs in a way that is beyond our reasonable control. For example, this could be a relevant change in the law, government instruction or regulation, or to any tax or duty that affects our businesses.
- 3f We will publish any change we make to our prices for any of the reasons given in clause 3d above in the Deemed Contract Schedule of Charges.
- 3g If you take any service other than the service we or your Gas Transporter or Local Network Operator provides as standard, or if you cause us or them to have to pay costs beyond those they would normally be charged to carry out our responsibilities to you, we have the right to charge you any reasonable costs we have to pay as a result.
- 3h If the Payment Method 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 Payment Method you use has changed, we may make a charge to you to cover these costs.
- 3i Any taxes, duty or levies on energy (including VAT) will apply to all our charges to the extent that they are applicable, or be charged on the work done to process, distribute, transport, sell or Supply energy, whether we pay these taxes and other charges direct or refund someone else who is responsible for making the payments.
- 3j You agree to pay for other charges which apply under this contract and under any extra Conditions we have agreed with you from time to time which we include on your energy bill. You also agree to pay for other charges which arise in connection with Green Deal Premises (such as Green Deal charges) and which we are obliged to collect from you.

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

- 4a This contract comes into force either:
- 4a1 on the date we began to Supply you (for any reason); or
- 4a2 on the date you began to take a Supply from us.

- 4b This contract will end in the following circumstances:
- 4b1 if you enter into a formal energy-supply agreement with us or with another energy supplier (a 'new supplier'), the contract will end:
- a) on the date the new supplier starts to Supply that energy to you, as long as they are registered with the local metering point administration service as the supplier responsible for Supplying energy to your Premises; or
  - b) on the date you and we agree that your formal Supply agreement is considered to have started, as long as you enter into a formal energy-supply agreement with us.
- 4b2 if you no longer own, rent or use the Premises, the contract will end:
- a) on the date you stop owning, renting or using the Premises, as long as you have given us at least two working days' notice of this, in writing (in your notice, you should specify the date you will no longer own, rent or use the Premises); or
  - b) two working days after we receive your notice, in writing, that you have stopped owning, renting or using the Premises; or
  - c) on the date we next read the meter at the Premises or on the date a new supplier begins to Supply the Premises, if you do not give us notice that you have stopped, or will soon stop, owning, renting or using the Premises.
- 4b3 if this contract ends validly under any other term of this contract, or if you break a term of this contract and we disconnect the Supply to your Premises or end this contract.
- 4b4 if Ofgem makes a 'Supplier of Last Resort' direction (when the regulator appoints another supplier to take over responsibility for our customers) or any other valid direction for your Premises, and this direction appoints a supplier other than us to provide the services.
- You will still be legally responsible for paying our charges for providing the services – even if you no longer own, rent or use the Premises – until this contract ends under this clause (4b).  
If we are providing you with more than one service, ending one service will not automatically end the contract for the other service (or services).
- 4c When this contract ends under clause 4b above, we will prepare a final bill or statement for you. We may need to get a final energy meter reading before we can do this otherwise we may need to bill you based on an estimated reading.
- 4d Unless this contract ends under clause 4b, this contract will continue to apply and you will still be legally responsible for paying all charges made under it until the contract ends.
- 4e By taking a Supply of energy under this contract, you are authorising us to suspend or stop the Supply of energy to your Premises in the following circumstances:
- 4e1 you do not pay any security deposit when we ask you to, or all or any part of our charges (that are not part of a genuine dispute) when they become due whether under these Terms or otherwise;
  - 4e2 you do not carry out any of your other responsibilities under this contract;
  - 4e3 you break any of the Terms of this contract in a serious way or more than once (for example, if we reasonably believe that you have stolen energy or deliberately interfered with an energy meter or with any part of the energy metering equipment);
  - 4e4 we need to cut off your Supply of energy in line with any of the energy industry arrangements we work to;
  - 4e5 there is a risk of danger to you or other members of the public if we continue the Supply;
  - 4e6 you are declared bankrupt, an organisation or individual takes formal steps to have you declared bankrupt, or an organisation or individual begins or threatens any other form of insolvency proceedings against you. If, for any reason, we continue to Supply you in these circumstances, we may need to fit a prepayment meter at your Premises. You will pay the costs of this, which we may collect through the prepayment meter. This action will not affect any other rights we may have;
  - 4e7 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 of Supply; or
    - ii) a Court grants permission to terminate Supply 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;
  - 4e8 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; and
  - 4e9 we are no longer involved in any of the industry agreements we work to, or the relevant industry agents used to collect and process meter information or to provide and maintain your meter are no longer appointed for each Supply point at your Premises.
- 4f Both you and we can end this contract immediately if we are no longer licensed to Supply energy at your Premises.
- 4g If this contract ends, or if we become entitled to suspend or stop the Supply of energy to your Premises under this clause 4, we will be entitled to take action (or appoint someone else to take action on our behalf) to prevent energy from being Supplied to your Premises under the contract or to disconnect your Premises (or both). You agree to let us into your Premises at all reasonable times to do this.
- 4h Ending your contract will not affect any rights and responsibilities you had before the contract ended, or any rights and responsibilities due to come into force under that contract or to continue after the date it ended.
- 4i You will be liable for all outstanding Green Deal charges that accrued from the date on which this contract commences until the date on which it ends. If you remain 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 the Supply to your Premises.
- 4j If this contract is in place because we've been appointed by the 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.

## 5 Billing and payment

- 5a We will provide you with a bill or statement (which will show you a breakdown of our charges) at least once a year, but we can send a bill or statement at any time, or in accordance with your agreed Payment method.
- 5b We have the right to estimate consumption if we have not been able to collect all of the information we need to work out the charges you owe us. For example, we may need to rely on estimated data if your energy meter has failed to accurately record the amount of energy we Supplied during any particular period, or if your prices have changed during a billing period, for whatever reason, and we do not have details of consumption on the date of the change. We will work out this estimate from information we have about the energy used at the Premises, which take into account adjustments to reflect typical seasonal changes in consumption and may include any meter readings you've sent us or we've taken for you, or the size of your Premises and how you use your energy.
- 5c If your energy meter is not read immediately before we start to Supply services under this contract, or we reasonably believe that the meter reading we have is inaccurate, we may estimate the amount of energy Supplied during the period beginning with the date we start to Supply the services under this contract and ending with the earlier of the following dates:
- 5c1 the date the meter is first read after the date we start Supplying you; and
- 5c2 the date this contract ends.
- We may use that estimate to work out your charges for energy we Supplied during that period.
- 5d You agree to pay all of our charges, or any part of our charges that are not part of a genuine dispute, under each bill or statement (even if the amount is only an estimate of your consumption) when they become due. You must pay using the method you have agreed with us. You should pay your bill by its due date, as shown on the bill, or within 14 calendar days of the issue date of the bill if no due date is shown. 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.
- 5e If at any time any outstanding charges are owed by you to us, 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 require the payment to be made in respect of. 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 energy in each case in accordance with the requirements of the Green Deal Arrangements Agreement.
- 5f We will advise you of the payment scheme, plan or other payment arrangements ('Payment Schemes') that has been applied to your energy account in relation to your chosen energy products. You agree to pay for the energy that you use in line with such Payment Scheme. If you don't pay in line with your Payment Method or payment frequency which you have agreed to at the time of entering into this contract, your contract may end or change. This could result in a change to your Payment method, payment frequency or charges or all.
- 5g If you are having problems paying, we will try to help you, in line with our codes of practice. However, we can only do this if you contact us to let us know that you are having problems.
- 5h If you do not pay our bills in the way we have agreed with you, we can ask you to pay by some other method, in which case there may be a price increase (see clause 3h). If this means we have to fit a prepayment meter, clause 2 will apply, and you may be charged for the costs of installing the prepayment meter. We will advise you of these costs at the relevant time.
- 5i We have the right to charge you interest if you are late paying certain debts you owe us (which include unpaid charges for your Supply of gas and/or electricity). If this becomes necessary, this will be at a yearly rate of 4% above the Bank of England's base lending rate at the relevant 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 as well as an administration fee of up to £30.
- 5j We have the right to recover any expenses we have reasonably been charged or any other reasonable costs connected with recovering money you owe and have not paid for goods or services we have provided to you. This includes costs associated with disconnecting, reconnecting or replacing an energy meter (or both) in these circumstances.
- 5k If your contract ends and within 28 days or more from this end date you do not pay the charges due under the contract, we may transfer to your new supplier the right to recover those unpaid charges from you (within certain limits set out in our licence).
- 5l If you choose to pay for your electricity/gas by making a fixed periodic Direct Debit payment then your payment amount will be reviewed from time to time to help ensure it is appropriate to your energy use. While we may review your payment more frequently in some circumstances, we will only usually review it once a year. This will be the case even where we receive meter readings or other relevant information more frequently. By choosing to pay in this way you agree to this.
- 5m If you are being Supplied at Green Deal Premises with effect from 1 March 2013 or, if later, once we start Supplying your Green Deal Premises, we will collect Green Deal charges from you through your bill or statement.
- 5n It is a requirement that you must pay for Green Deal charges by the same Payment Method as you pay us for your energy Supply and you cannot choose to pay for your Green Deal charges by a different method.
- 5o If you are a Micro Business the following provisions will apply to you. We will give you a bill or statement at least once a year, but we may send you a bill or statement at any time, or in line with your agreed payment method and communication preferences. We will charge you for your energy usage based on the amount of energy we reasonably consider that you have consumed (or which we estimate you have consumed) for the period covered by your bill, up to a maximum period of twelve months except where the charges relate to circumstances where:
- a) we have previously taken steps to recover payment for charges which are older than this,

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

- 5p Because we are only permitted to bill you for energy in accordance with the paragraph above, it is very important that we receive accurate and up to date information about your energy use at least once per year, and so you must:
- (a) provide us with an up to date and accurate meter reading at least once per year or if you have a smart meter or other remotely read meter such as HH Metering or AMR Metering, allowing us to use it to take regular meter readings from you;
  - (b) allow any meter reader or other EDF representative free and unimpeded access to read your electricity and/or gas meter, at least once per year (provided that we may choose not to schedule visits this frequently);
  - (c) tell us if you have moved into new premises and are taking a supply from us;
  - (d) making sure you have arranged to pay us;
  - (e) letting us know if you are not receiving bills at least once a year;
  - (f) telling us if you think there is a problem with your meter;
  - (g) if you have a prepayment meter, making sure you only use the key or card we have issued to you to top it up;
  - (h) if you are not able to take any of the steps set out above, contacting us to agree alternative arrangements and then complying with those.

Where you have opted for electronic communications from us, or this is a requirement of the product you have selected, it is your responsibility to provide us with an accurate email address, and to let us know if this needs to be updated. By entering this contract you acknowledge and agree that failing to take one of the actions above at least once per year will obstruct us in trying to correctly charge you for the energy you use, and you agree that doing so would be manifestly unreasonable.

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

- consumes less than or equal to 293,000 kWh of gas a year; or
- consumes less than or equal to 100,000 kWh of electricity a year; or
- has fewer than ten employees (or their full-time equivalent) and an annual turnover or annual balance sheet total not exceeding €2,000,000.

## 6 Security

- 6a 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.
- 6b 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:

- 6b1 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
- 6b2 within a month if the arrangements to Supply you with energy under this contract have ended and you have paid all our charges.
- 6c When we repay a deposit, we may take from it any money you owe us.

## 7 Limits of our liability

- 7a 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.
- 7b 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.
- 7c We are not liable to you in any way for any indirect or direct loss of income, business or profits, or for any other loss or damage that could not reasonably have been expected at the time we entered into this contract, other than that caused by us acting fraudulently. Also, we will not be liable to you for any loss you suffer as a result of your liability to any other person (however this is caused). As a result, we recommend that you consider insuring yourself against all these types of losses.
- 7d As far as our liability to you is not otherwise excluded by this clause 7, and except as set out in 7e below, we will only be liable to you for up to a maximum of £10,000 for all incidents that lead to damage we are liable for or which involves us breaking a term of your contract (or both).
- 7e Nothing in these Terms excludes liability for death or personal injury caused by our negligence or any other liability that cannot be excluded by law.
- 7f This clause 7 will apply even after this contract has ended. As far as this clause 7 it excludes or limits liability, it will take priority over any other term of your contract (or contracts) for any services.
- 7g Each of the subclauses 7a to 7g of this clause is a separate limit to our liability and will apply if, for any reason, one or more of these Terms is found not to be valid or to be unreasonable. Also, each subclause will continue to apply after the contract has ended.

## 8 National Terms of Connection – electricity

Your supplier is acting on behalf of your electricity network operator to make an agreement with you. The agreement is that you and your network operator both accept the National Terms of Connection (NTC) and agree to keep to its Conditions. This will happen from the time that you enter into this contract and it affects your legal rights.

The NTC is a legal agreement. It sets out rights and duties in relation to the connection your network operator uses to deliver electricity to, or accept 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, 4 More London Riverside, London, SE1 2AU. Or, you can phone 0207 706 5137 or see the website at [www.connectionterms.co.uk](http://www.connectionterms.co.uk).

## 9 Information policy

You agree that you have read and understood our information policy (set out in appendix 2 to this contract), and that you fully

agree to its Terms (in particular, that you agree to your personal information being used in the way described in the information policy).

### 10 Other Conditions that apply

- 10a 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.
- 10b Your rights and duties under this contract are personal to you. You cannot transfer them to another person without our written permission.
- 10c 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.
- 10d You agree to any change we need to make to the Terms of your contract as a result of a change in a licence or an order or decision made by the relevant authority.
- 10e If we do not enforce any part of this contract at any time, this will not stop us from doing so in the future.
- 10f We may sometimes monitor and record calls that you or we make in relation to our customer services and telemarketing. This is to improve the quality of our customer services and for training purposes.
- 10g If you need to give us notice under this contract, you must deliver it by hand or post it or fax it to the address shown on this contract or on your last bill.
- 10h 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).
- 10i 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.
- 10j 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.
- 10k 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.
- 10l Nothing in this contract will affect our rights or powers under our energy-supply licences or other relevant laws.
- 10m 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.
- 10n 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.
- 10o 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](http://edfenergy.com/yourprivacy). If you would like a hard copy of the privacy policy you can contact us on 0333 200 5100 and we will post a copy to you.

### 11 Summary of Key Terms

- 11a Our full name is EDF Energy Customers Ltd, registered office: 90 Whitfield Street, London, W1T 4EZ, incorporated in England and Wales (Trading as EDF).
- 11b 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). Other services are available from EDF (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.
- 11c In order for us to be able to Supply you your Premises need to be connected to relevant Local Network Operator's and/or Gas Transporter's network. If your Premises are not currently connected to the relevant Local Network Operator's and/or Gas Transporter's network please contact us on 0333 200 5117# and we will explain the process for connection and when that connection will take place.
- 11d Up to date information on all our applicable tariffs, and any other charge we might apply in relation to ancillary services, are available on request if you contact us on 0333 200 5103#. You can see a copy of other charges we might apply in relation to ancillary services by visiting a page on our website at [www.edfenergy.com/additionalcharges](http://www.edfenergy.com/additionalcharges).
- 11e This Supply contract is evergreen, which means it will continue until such time as it is terminated in accordance with its Terms, following which to receive a further Supply a new Supply contract will need to be entered into with us. Any supplies that take place during any period where there is no contract in place between us will be subject to our deemed Terms of Supply published in accordance with the provisions of the Gas Act 1986 and Electricity Act 1989, each as amended from time to time.
- 11f For information on how to make a complaint about any of our services, please see the end of these conditions.

### 12 Additional Conditions if you have an EDF Supplied Smart Meter

Your new Smart Meter and the display unit are an upgrade to your existing meter. By accepting this display unit and new Smart Meter, you agree to the following extra Terms and Conditions.

- 12a Unless otherwise agreed by us, we or our agents will own the Smart Meter and display unit provided by us or on our behalf at all times. If you move house, you must leave the meter and display unit in the Premises.
- 12b You agree that we may use the Smart Meter to manage your gas and electricity Supply without needing to visit your home. This includes reading the meter, monitoring the energy you use, repairing and updating the Smart Meter, switching the Smart Meter from credit to prepayment and disconnecting your Supply (in the circumstances set out in this contract).
- 12c Given that your energy charges will vary depending on your chosen product from time to time, and changes in energy charges over time, the information displayed on any display unit linked to your meter may not always be fully up to date and therefore is for guidance only and should not be relied upon as the definitive position.
- 12d We can use the information from the Smart Meter so that we can send you a bill, offer you the most appropriate tariffs and energy-saving products and for the other purposes set out in the Information policy below. You will let us collect this information while we Supply your electricity or gas (or both).



12e You must take reasonable care to make sure you do not damage or interfere with the display unit. If you do not, you will have to pay our agents' reasonable costs for visiting your Premises and any work that we or they carry out to the display unit or other equipment.

12f You must tell us straight away if there is any damage, a fault or other problem with your display unit, or if you think it has been tampered with or if there are any changes to the display unit which may stop it from getting information from the Smart Meter (for example, if you carry out building work that may impact on communication between the two devices and/or us).

#### **Appendix 1 – Deemed Contract Schedule of Charges**

To see our Deemed Contract Schedule of Charges (as amended from time to time) visit [www.edfenergy.com/dt](http://www.edfenergy.com/dt)

#### **Appendix 2 – Information policy**

We are committed to respecting your rights to privacy and this information policy explains how we will use your data in order to process your personal data in connection with the Supply of energy and in connection with Green Deal if you are Supplied at Green Deal Premises:

- 1 You agree to promptly give us, free of charge, any information we reasonably need to:
  - a) set up, monitor and manage your energy account;
  - b) set and manage any security deposit we need;
  - c) enter into all agreements and get the registration we need to Supply you;
  - d) Supply you in line with your contract and the industry arrangements we work to;
  - e) act in line with our rights and responsibilities under your contract;
  - f) keep to all relevant laws; and
  - g) transfer your account to another supplier, when your energy account with us ends.
  - h) help run, and contact you about improving the way we run any accounts, services and products we have provided before, now or in the future;
  - i) create statistics, test computer systems, analyse customer information and use it to tailor offers to you which we believe will be of particular interest to you (including using information about what you buy from us and how you pay for it);
  - j) take part in a government or an industry group project or data-sharing initiatives, for example, those designed to tackle fuel poverty, improve energy efficiency or otherwise promote recognised social and/or consumer interests;
  - k) help prevent and detect debt, fraud and loss;
  - l) help train our staff;
  - m) as part of the process of selling one or more of our businesses; and
  - n) collect Green Deal charges from your bills if you are Supplied at Green Deal Premises.

You agree to us sharing this information with other people or organisations if we need to do this for the purposes set out above. This may include sharing this information with anyone who jointly holds an energy account with you, or with the person who holds the bank account for any Direct Debit you have set up to make payments on your energy account. We may also exchange information between any of your energy accounts that are with us or any of the companies in our group.

2 If we need to change agents (for example, meter readers), they may need to share your details with the agent replacing them.

3 If you give us information to carry out a credit check, we will use your information to:

- a) check your details with a fraud protection agency, or a number of agencies (if you give us false or inaccurate information and we suspect fraud, we will make a record of this);
- b) help make decisions about credit and credit-related services for you (other organisations may use these records for the same purposes);
- c) trace and recover debt from you (if you owe us money), prevent fraud, and manage your accounts or insurance policies; and
- d) check your identity to prevent money laundering, unless you give us other satisfactory proof of your identity.

4 By taking services under this contract, you agree to us using and sharing your information in line with this policy.

5 If your Premises are Green Deal Premises and you are a Data Subject (as defined in the Data Protection Act 1998), 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 will process personal data in relation to Green Deal is available from the Panel Secretary appointed by the Secretary of State.

6 If you have any questions about the information we are holding about you and how we use it, or if you believe that the information we have about you is wrong or needs to be updated, please call 0333 200 5103. 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.

#### **13 Making a complaint**

Details of our complaint handling procedure can be obtained at [edfenergy.com/sme-complaints](http://edfenergy.com/sme-complaints). Or call us on 0333 200 5103 (8am to 6pm Monday to Friday) to request a free copy by post.

#### **14 Feed In Tariffs**

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

- Our own electricity customers
- An electricity Supply customer of a Licensed Electricity supplier who is not a mandatory 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 0333 009 7009.

## 15 Direct Debit rules

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

### Budget Direct Debit

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

### Reviewing your Direct Debit payments

#### How we calculate your Direct Debit

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

#### How budget Direct Debit reviews work

We review your Direct Debit every 12 months. We might carry out more frequent reviews, for example if we receive a meter reading, but this isn't guaranteed. Unless we decide that it's necessary to do so, we won't alter the amount you pay by Direct Debit at the time you make any extra 'one-off' payments to us but these one-off payments will be taken into account at each review.

#### Why your Direct Debit amount might change

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

#### How any debit or credit is balanced out

Once we've completed your review, if we have an up-to-date meter reading for you and we find your account is in credit, we'll refund you. If your account is in debt, we'll usually update your monthly payment amount to split the amount you owe across the following 12 monthly payments. In exceptional circumstances we may collect the full amount you owe from your bank account. In these cases we'll try to get in touch at least 12 working days beforehand.

## If you want to pay your amount in full Direct Debit whole amount every month or every three months – how it works

- Every month/three months you'll get a reminder from us asking you to read your meter or pay your regular payment amount.
- If you give a valid meter reading by the date we ask you to, we'll use this to send you a bill for the amount we'll collect from your account for that month or three months. So you can be sure you're paying for your actual use.
- We'll also check your regular payment amount to make sure it's set correctly and that you're paying for what you use.
- If you don't give us a reading, we'll ask you to pay a 'regular payment amount' which we work out by calculating how much energy we expect you to use in a year and dividing this into 12 equal payments. We look at any meter readings you've sent us or we've taken for you – if a meter reader visits your property for example. If you have less than two meter readings for your account, we will look at the size of your home and how you use your energy to make sure you're paying the right amount.
- If you change your tariff, we'll check that your regular payment amount is set correctly.
- If you don't send us a meter reading, we'll collect the amount shown on the regular payment amount.
- You will receive a statement each year (known as your annual summary), showing how much energy you've used over the year – and how much you've paid.
- You can give us meter readings online or through our 'no queue' telephone service any time you like. Just call 0333 009 7000. You'll also be able to pay the revised amount of the bill straightaway.

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

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

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.