

Principal Terms

SUPPLY OF ELECTRICITY TO SME HALF HOURLY AND NON-HALF HOURLY METERED PREMISES

- 1** In this Statement of Principal Terms “you or your” refers to you, the customer; and “we, us or our” refers to Haven Power Limited, your supplier. “Premises” refers to the property or properties to which the Supply of Electricity relates. Capitalised terms have the meaning given to them in the Terms and Conditions or Contract Award Schedule (as applicable).
- 2** The Charges payable by you for the Supply of Electricity are as described in our offer for the Supply of Electricity to your Premises. They are also set out in the Contract Award Schedule (or our letter of acceptance where we agreed your Contract over the phone).
- 3** Your Contract is made up of the Contract Award Schedule (or where we agree your Contract over the phone with you, the terms that we agree during our call) and the Terms and Conditions. Any additional documentation that is to form part of the Contract will need to be agreed in writing between us and you.
- 4** The duration of the Contract is set out in our offer but may be extended (each time for no more than 12 months) unless the current Contract is properly terminated. We have set out below the steps you must take if you wish to terminate your Contract.
- 5** If you agree to a Contract we will send or give written confirmation, including details of the Charges payable by you to us and the duration of the Contract, within 10 days or as soon as reasonably practical after your acceptance.
- 6** You may be required to provide Credit if your credit worthiness is or becomes unacceptable to us.
- 7** The Supply of Electricity to you will not exceed the maximum capacity which you are allowed to take under your Connection Agreement.
- 8** We may object to, and thereby prevent you from Registering with another electricity supplier in a number of circumstances including:
- 8.1** the Supply Contract you enter into with the new supplier would be effective during the term of this Contract;
- 8.2** you have failed to pay, or we have been unable to collect, any amount which has become due under the Contract, or any other unpaid debts, including any costs, losses and expenses claimed by us under an indemnity given by you under the Contract;
- 8.3** the application for the transfer was started in error;
- 9** We may vary the Contract (including the Charges) at any time –
- 9.1** If your rate of consumption is significantly different to that which we estimated from the information you provided.
- 9.2** If you fail to pay any Charges which are due under the Contract.
- 9.3** If there is a material change to the Metering Information or we are required to make a change to the Metering Equipment and/or Metering System to comply with law.
- 9.4** If you fail to provide access to the Premises or a meter reading (as required by us or our Agents).
- 9.5** To pass-through certain costs which are always charged as pass-through as described in the table at clause 4 of the Terms and Conditions.
- 9.6** To reflect changes in the industry charging methodologies, industry wide practice, the requirements of a competent authority or a change in law.
- 10** If you have selected our Complete product, except in accordance with paragraph 9 above, we will not vary the Charges until your Contract either terminates or is extended.
- 11** If you have selected our Standard product, then except in accordance with paragraph 9. above, we may vary the Charges to pass-through the cost of the those Third Party Costs established as CFD Costs, Capacity Market Settlement Costs and Capacity Market Charges, and we may also vary the Charges if the prospective increase in the five following Third Party Costs is more than the Threshold Amount calculated from the Threshold Percentage or Threshold Value shown in the Contract Award Schedule. [Cont'd]

- These five Third Party Costs are:
- 11.1 Transmission Network Use of System Charges (TNUoS);
 - 11.2 Distribution Use of System Charges (DUoS), excluding Availability Charges, Power Factor Charges or Penalties and Reactive Power;
 - 11.3 Balancing Services Use of System Charges (BSUoS);
 - 11.4 Renewables Obligation; and
 - 11.5 FIT Costs
- 12** If you have selected our HH Pass Through product, then except in accordance with paragraph 9 above, we can vary the Charges if the level of one or more of the eight Third Party Charges referred to in paragraph 11 above changes. These will be passed through to you at the cost incurred by us.
 - 13** If you have selected our Assured product, except in accordance with paragraph 9 above, we may vary the Charges to pass-through the cost of the those Third Party Costs established as CFD Costs, Capacity Market Settlement Costs and Capacity Market Charges, however we will not vary the other Third Party Costs until your Contract either terminates or is extended.
 - 14** We may cut off the Supply of Electricity to the Premises, and charge you our costs of doing so, where –
 - 14.1 You fail to pay any amount due to us.
 - 14.2 You are in material breach of the Contract.
 - 14.3 You exceed the maximum capacity for the Premises.
 - 14.4 The Metering Equipment has been damaged and such damage is not caused by us (or our agents).
 - 14.5 We are required to do so by law.
 - 15** We may terminate the Contract where –
 - 15.1 You cease to own and/or occupy the Premises.
 - 15.2 You fail to pay any Charges due.
 - 15.3 You are in material breach of the Contract.
 - 15.4 You become insolvent or bankrupt (or similar).
 - 15.5 The Actual Supply Start Date is later than the Intended Supply Start Date (otherwise than due to our act or omission).
 - 15.6 You have not provided the credit support amount required.
 - 15.7 You take out or attempt to take out a Green Deal Plan in relation to a Premises.
 - 15.8 There is a change in the law which prevents us from providing the Supply of Electricity.
 - 15.9 Your actual consumption differs from the Estimated Annual Consumption by a quantity in excess of or below 150 per cent. (150%) of the Volume Variation Tolerance.
 - 15.10 You cease to consume electricity at one or more Premises.
 - 15.11 You change the method of payment without our prior written consent.
 - 15.12 A Material Adverse Change has occurred and continues for an uninterrupted period of 30 days or more.
 - 15.13 If you are in breach of any anti-bribery or anti-corruption law, regulations or codes.
 - 15.14 If you are in breach of the provisions of the Contract relating to the Modern Slavery Act 2015.
 - 16** Around 60 days before your Contract is due to expire you will receive a Renewal Statement containing details of our terms and conditions including the product and Charges that will apply after the Contract Expiry Date if you do not terminate your Contract with us.
 - 17** You may terminate the Contract by sending a written Termination Notice at any time up to and including 30 days before the Contract Expiry Date. Written Termination Notices should be sent to Haven Power Limited, The Havens, Ransomes Europark, Ipswich, IP3 9SJ or emailed to Terminations.notice@havenpower.com
 - 18** A written Termination Notice received by us will not take effect if –
 - 18.1 You subsequently accept the Renewal Statement or Counter Offer from us to extend your Contract which will be changed to reflect the terms set out in the Renewal Statement or Counter Offer.
 - 18.2 At the Contract Expiry Date another electricity supplier is not Registered to supply electricity to the Premises from that date.
 - 19** If the Termination Notice does not take effect as a result of paragraph 18.1 above, your Contract will be extended and changed to reflect the terms set out in the Renewal Statement or Counter Offer.
 - 20** If the Termination Notice does not take effect as a result of paragraph 18.2 above, you will be charged on our relevant Out of Contract rates for the electricity we supply after the Contract Expiry Date. Out of Contract rates change from time to time and are published on our website www.havenpower.com/ooc. If you are unable to view the website we will send the Out of Contract rates to you on request.
 - 21** If you fail to send a written Termination Notice your Contract will be extended by not more than 12 months and changed to reflect the terms set out in the Renewal Statement. In such event you may terminate the Contract at any time on 30 days' notice by sending us a termination notice.
 - 22** We may charge you a Termination Fee if we terminate the Contract unless such termination is due to a change in Industry Rules.



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