

1 The Contract

- 1.1 The Contract is for the Supply of Electricity by the Supplier ("Haven Power") to the Customer at each of the Premises included in the Contract Award Schedule.
- 1.2 Unless otherwise specified on the Contract Award Schedule, the Supplier deems the Customer to be a Micro Business Customer (as that term is defined in the Supply Licence).
- 1.3 The Contract comprises of these Terms and Conditions, the Contract Award Schedule and any variation made in accordance with Clause 7.
- 1.4 The obligations of the Supplier to provide a Supply of Electricity at each or any Premises are conditional upon:
 - a) the Metering System installed at the Premises, or in respect of Premises receiving a Supply of Electricity for the first time to be installed, being a Non Half Hourly Metering System;
 - b) the information required from the Customer in order for the Supplier to provide a Supply of Electricity being provided in a timely manner and being accurate;
 - c) the results of any credit status check performed on the Customer by the Supplier (or its authorized representative) being satisfactory to the Supplier;
 - d) the Supplier being Registered as the supplier responsible for supplying electricity to the Premises;
 - e) the Customer paying any Credit as requested by the Supplier prior to the Contract Start Date; and
 - f) the Premises being connected to the local Network Operator's system.
- 1.5 For each Premises included in the Contract Award Schedule:
 - a) the Contract Start Date shall be the date set out in the Contract Schedule for that Premises;
 - b) the Supply Start Date shall be the date, as notified to the Customer, on which the Premises is, or does first start, to receive a Supply of Electricity under the Contract; and
 - c) the Contract Period shall be the period starting from the Contract Start Date and ending on the Termination Date.
- 1.6 The Supplier may, in relation to a Premises object to, and thereby prevent, the Customer transferring to another supplier where:
 - a) the Premises are not Domestic Premises and are, or shall by the Contract Start Date be, connected to the local Network Operator's system;
 - b) he will provide all information and assistance required by the Supplier to enable the Supplier to Register the Premises and shall not take any action that does, or is likely to, prevent, hinder or frustrate the Registration of the Premises by the Supplier;
 - c) any Supply Contract he may be a party to in respect of the Premises will, by the Contract Start Date, have been properly and validly terminated; and
 - d) he has not entered, and will not enter, into a Supply Contract in respect of the Premises, under which the Premises will start to be supplied by another supplier during the Contract Period.
- 1.7 The Supplier may, in relation to a Premises object to, and thereby prevent, the Customer from transferring to another supplier where:
 - a) the Customer enters into a Supply Contract for the Premises under which the Premises would have started to be supplied by another supplier during the Contract Period;
 - b) the Customer has failed to pay, in accordance with the relevant payment terms, any charges which have become due under the Contract;
 - c) an Electricity Supplier erroneously applies to be, or is, Registered for the Premises;
 - d) an Electricity Supplier applies to be Registered for a Premises at which there is more than one metering point and all related metering points are not included in that supplier's application; or the Customer accepts a revised offer from the Supplier and wishes to prevent the transfer to a new supplier from taking place.
- 1.8 The Supplier is acting on behalf of the Network Operator to make an agreement with the Customer. The agreement is that the Customer and the Network Operator both accept the National Terms of Connection (NTC) and agree to keep to its conditions. This will happen from the time the Customer enters into the Contract and it affects the Customer's legal rights. The NTC is a legal agreement. It sets out rights and duties in relation to the connection at which the Network Operator delivers electricity to, or accepts electricity from, the Premises. If the Customer wants a copy of the NTC or has any questions about it he should write to: Energy Networks Association, 18 Stanhope Place, London W2 2HH, phone 0207

2 Supply of Electricity

- 2.1 The Supplier may cut off the Supply of Electricity to any or all of the Premises at any time where:
 - a) the Customer fails to pay any Charges due under the Contract;
 - b) the Supplier has been unable to collect, for the second time since the Contract Start Date, a Direct Debit or a Payment Plan Amount;
 - c) the Customer is in material breach of the Contract;
 - d) the Supplier reasonably believes that the Metering System has been subject to damage or interference and such damage or interference is not as a result of any act or omission of the Supplier;
 - e) the Customer exceeds the Maximum Capacity for the Premises; or
 - f) the Supplier is required to do so under any relevant law, licence, code or agreement.
- 2.2 If the Supply of Electricity to any Premises is cut off under any of the Clauses 2.1 (a) to (f) above, the Customer shall pay:
 - a) all reasonable costs incurred or suffered by the Supplier in cutting off the supply to the Premises, and
 - b) where applicable and prior to the action being taken, all reasonable costs incurred or suffered by the Supplier in subsequently reconnecting the supply to the Premises.

3 Charges and Payments

- 3.1 The Customer agrees to pay the Charges, and where applicable Credit, as specified in the Contract Award Schedule and in this Contract. The Charges are based on the information, including Metering Information, provided by the Customer and as set out in the Contract Award Schedule.
- 3.2 The Supplier:
 - a) may pass through to the Customer, and the Customer shall pay, any increases or decreases in the level of third party charges where such increases or decreases arise from a change to the methodology used to derive the third party charges (provided that the Regulator has approved any such change to the methodology); or
 - b) shall pass through to the Customer, and the Customer shall pay, any increases or decreases in the level of third party charges where a pass through of such charges is specified in the Contract Award Schedule.
- 3.3 The Supplier will invoice the Customer or issue statements of accounts to the Customer in accordance with the frequency specified in the Contract Award Schedule.
- 3.4 Any monies paid by the Customer as a Payment Plan Amount will be held by the Supplier on account and shall be used by the Supplier either as part or full payment (as the case may be) towards the settlement of any Charge that is due to be invoiced or, where Credit in the form of a cash payment has been requested from but not paid by the Customer, as Credit. In the case of full or part payment, the Supplier will reflect any such settlement in the next invoice, or where no invoice is due in the next statement of account sent to the Customer.
- 3.5 The Supplier may vary the Payment Plan Amount following any reconciliation or settlement undertaken and shall notify the Customer of the new Payment Plan Amount.
- 3.6 The Customer shall:
 - a) pay each invoice; and/or
 - b) ensure that the Supplier can collect each Direct Debit or Payment Plan Amount, by the relevant Due Date.
- 3.7 Where the Supplier does not receive or is unable to collect a payment by the relevant Due Date, it may:
 - a) vary the charges, method of payment and/or payment terms set out in the Contract Award Schedule;
 - b) charge interest at the rate of 7% above the Supplier's bank's base rate on the payment due until such time as the payment is made;
 - c) charge a Late Payment Fee;
 - d) assign the collection of any outstanding payment to a debt recovery agent or company;
 - e) cut off the Supply of Electricity to any or all of the Premises; and
 - f) recover from the Customer all costs incurred or suffered by the Supplier in pursuing the Customer's non-payment of the relevant amount.
- 3.8 Where any amount payable is the subject of a bona fide dispute, the undisputed portion of the relevant amount shall be paid in accordance with Clause 3.6 and any disputed amount shall be paid

within seven working days of the dispute being resolved. The Customer may not deduct or set off any payments to be made under Clause 3.6 against any amounts due from the Supplier except where the Supplier has issued a credit note to the Customer.

- 3.9 Charges for the volume of electricity supplied to the Premises shall be based on the electricity consumed at the Premises according to the volumes recorded and measured by the Metering System (subject always to the Metering System being in good and proper working order) and calculated by way of a meter reading (either an estimated or an actual read, taken, as the case may be, by the Supplier, its agents, another Electricity Supplier or the Customer).
- 3.10 Subject to Clause 3.11, the Opening Meter Reading for the relevant Premises shall be the meter reading obtained by the Supplier in accordance with relevant industry procedures and good industry practice.
- 3.11 Where the Supplier has been unable to obtain a meter reading in accordance with Clause 3.10, the Customer shall on request provide a meter reading which, subject to being validated (in accordance with relevant industry procedures), shall be used by the Supplier as the Opening Meter Reading.
- 3.12 Where no firm or accurate meter reading is available for the relevant invoice period, the Supplier shall estimate the meter reading and any adjustment or reconciliation required will be undertaken and reflected in a subsequent invoice or statement of account accordingly.
- 3.13 The Customer shall, where requested, pay such costs as are incurred by the Supplier in cutting off or connecting, whether before, during or after the Contract Period, the supply of electricity to the Premises, except where any such action is required as a result of any act or omission of the Supplier.
- 3.14 The Charges and amounts specified as being payable by the Customer to the Supplier under this Contract are exclusive of Value Added Tax and Climate Change Levy, which the Customer shall pay at the rate prevailing from time to time.
- 3.15 Without prejudice to any applicable law on the payment of Climate Change Levy, where the Customer is, becomes, or ceases to be, entitled to pay a reduced rate of Climate Change Levy he shall notify the Supplier immediately and provide the Supplier with any evidence the Supplier may require of such entitlement.
- 3.16 The Supplier shall not be obliged to make a refund of any Climate Change Levy unless such refund is properly due and until it has received such evidence as required under Clause 3.15 and may recover from the Customer any costs incurred by it which are reasonably attributable to the Customer's failure to provide such evidence.
- 3.17 The Supplier may charge the Customer for the reasonable costs incurred by it as a result of the Customer:
- (a) failing to co-operate with the Supplier in accordance with Clause 4.6(d), including in this case any costs paid or to be paid by the Supplier under or in accordance with the BSC and a reasonable administration charge; and
 - (b) failing to provide access to the Premises in accordance with Clause 5.1.
- 3.18 The Customer shall pay charges for the Site Works undertaken or arranged by the Supplier.

4 Metering System

- 4.1 The volume of electricity supplied to the Premises will be measured by the Metering System installed at the Premises.
- 4.2 Unless the Customer appoints his own Agent in accordance with Clause 4.9, the Supplier shall appoint the relevant Agent, including for the avoidance of doubt any Agent (where required, in accordance with the requirements of the BSC) for the purposes of procuring that the Metering System is installed, operated and maintained and read in accordance with the requirements of the BSC and with Good Industry Practice.
- 4.3 The Parties agree that the Metering System need not be Certified.
- 4.4 Where the Supplier has appointed the relevant Agent(s), the Supplier may replace the Metering System at the Premises at any time during the Contract Period.
- 4.5 The Customer shall not, and shall take all reasonable precautions to ensure that no other person is able to, cause damage to, or tamper or interfere with, the Metering System.
- 4.6 The Customer shall:
- (a) ensure the Metering System is at all times protected from the risk of damage and is clearly accessible by the Supplier or any relevant Agent, such that it can be inspected, maintained and read in a safe and secure manner;
 - (b) nominate and provide contact details of an authorised person who may be contacted by the Supplier for the purposes of arranging access to the Premises in respect of the maintenance, inspection and

reading of the Metering System;

- (c) provide the Supplier with a meter reading (i) on at least a six (6) monthly basis from the Contract Start Date (the "customer meter reading"), and (ii) at such other intervals as may be requested from time to time by the Supplier for the purpose of maintaining or updating the Customer's account;
 - (d) co-operate with the Supplier in the event that the Customer's consumption reaches such a level as to require the installation of half hourly metering where mandated by regulation;
 - (e) notify the Supplier as soon as reasonably practicable where he becomes aware that the Metering System is not, or may not be, recording accurately the consumption of electricity at the relevant Premises; and
 - (f) indemnify the Supplier for any costs, loss or damage suffered or incurred by the Supplier as a result of the Customer's failure to comply with any of the above.
- 4.7 If either Party disputes the accuracy of the Metering System, the Supplier shall arrange for the Metering System to be inspected and tested, and:
- (a) where the Metering System is found to be operating outside of the tolerance as defined by the industry code of practice applying to the Metering System, all costs arising from or associated with the inspection and test shall be paid by the Supplier; and
 - (b) where the Metering System is found to be working within the tolerance as defined by the industry code of practice applying to the Metering System, all costs arising from or associated with the inspection and test shall be paid by the Party disputing the accuracy of the Metering System.
- 4.8 The Customer shall notify the Supplier, as soon as is reasonably practicable, of any queries or disputes regarding the Metering System or the operation of the Metering System.
- 4.9 The Customer may in respect of any Premises, and with the prior approval of the Supplier, appoint and enter into appropriate arrangements to procure the services of an Agent.
- 4.10 Where the Customer appoints an Agent in accordance with Clause 4.9, he shall:
- (a) procure that the appointed Agent provides the Supplier with all information required, and in the form required, by the Supplier (or its authorized representative) in order to fulfil its obligations under the Contract or under a relevant industry agreement;
 - (b) enter into, and procure that the appointed Agent enters into, any additional agreements that the Supplier may reasonably require;
 - (c) pay for and indemnify the Supplier against any loss or damage incurred or suffered by the Supplier or its Agent as a result of the Customer's appointed Agent's acts or omissions; and
 - (d) give the Supplier at least 28 days notice of any proposed change of (i) the Metering System installed at the Premises and (ii) any Agent appointed by him.
- 4.11 The Supplier shall have the right to change the metering and timeswitch arrangements including the Time Pattern Regime setup applicable at the Supply Point provided that any pre-existing arrangements for night units are preserved.
- 4.12 Where, within nine (9) months of the Contract Start Date, the Supplier has not been able to take an actual meter reading or has not received a customer meter reading (other than the Opening Meter Reading), the Supplier may replace the Customer's existing meter with a smart meter and the Customer shall pay the costs incurred by the Supplier in replacing the meter (including any associated costs).

5 Access to the Premises

- 5.1 The Customer shall allow the Supplier, its authorized representatives and agents, the Network Operator and the Network Operator's authorised representatives such access to the Premises as may be required by any such person for purposes related to the Contract, including without limitation work associated with the maintenance and testing of the Metering System, meter installation, meter reading and de-energisation, disconnection or reconnection of the supply to the Premises.
- 5.2 Where practicable to do so, a person requiring access to the Premises will endeavour to give reasonable advance notice to the Customer of such required access.

6 Change of Occupier

- 6.1 The Customer shall give the Supplier notice as soon as is reasonably practicable of any change of details in respect of any Premises, including without limitation, change of ownership and change of use.
- 6.2 Without prejudice to Clause 6.1, the Customer shall give the Supplier at least 7 working days advance notice of the date on which he will cease to own and/or occupy any or all of the Premises.

- 6.3 Where the Customer gives notice in accordance with Clause 6.2 he shall, at the same time or as soon as is reasonably practicable thereafter, provide the Supplier with:
- details of the new owner and/or occupier of the relevant Premises but always subject to any confidentiality provisions which may otherwise be applicable;
 - details of the arrangements the Customer has made for the Supplier to access the Premises for the purpose of either reading or inspecting the meter or to cut off the supply, such arrangements to involve no cost to the Supplier; and
 - a forwarding address and other contact details.
- 6.4 Where the Customer ceases to occupy the Premises and the Premises remain, or are likely to remain, unoccupied the Supplier may cut off the supply of electricity to the Premises from, or any time after, the date the Customer has ceased to occupy them and the Customer shall pay the Supplier's costs of cutting off the supply in accordance with Clause 3.13.
- 6.5 Where the Customer is not the owner of the Premises and gives notice in accordance with Clause 6.2 the Contract shall terminate from the date the Customer ceases to occupy the Premises.
- 6.6 Where the Customer is not the owner of the Premises and will cease, or has ceased, to occupy the Premises without giving notice in accordance with Clause 6.2, the Contract shall not terminate and the Customer shall continue to be liable to pay Charges for the Supply of Electricity until the earlier of:
- seven (7) days after the date the Customer does give notice that he will cease, or has ceased, to occupy the Premises,
 - the date that another person starts to take a supply of electricity at the Premises pursuant to a contract entered into with the Supplier or an Electricity Supplier;
 - the date that another person starts to take a supply of electricity at the Premises under a deemed contract with the Supplier; or
 - the date the Supplier terminates the Contract in accordance with Clause 9.1.
- 6.7 Where the Customer is the owner of the Premises and ceases to occupy the Premises (whether or not having given notice in accordance with Clause 6.2 or otherwise), the Contract shall not terminate and the Customer shall be liable to pay for the electricity supplied to the Premises by the Supplier until the earlier of:
- the date that another person starts to take a supply of electricity at the Premises pursuant to a contract entered into with the Supplier or an Electricity Supplier; or
 - the date the Customer ceases also to own the Premises.
- ## 7 Variation
- 7.1 The Parties may at any time agree in writing to vary the Contract, including without limitation a variation to the Discount Period and to the Terms and Conditions.
- 7.2 The Supplier may unilaterally vary the Contract, except for the new Expiry Date, at any time following the expiry of the Discount Period.
- 7.3 The Supplier may unilaterally vary the Contract including without limitation the Charges, the Direct Debit amount, the Payment Plan Amount and the level of Credit at any time during the Discount Period where:
- the rate of electricity consumption (as calculated according to meter readings) for any particular period of time differs significantly from the pro-rated Estimated Annual Consumption for the equivalent period of time;
 - the Supplier is notified of any material change to the Metering Information;
 - the Supplier becomes aware that the Customer's credit rating has deteriorated to a material degree;
 - the Supplier has been unable to collect an amount due under an Invoice, Direct Debit or a Payment Plan Amount;
 - the variation is required to be made as a result of any ruling by any competent authority or any change of or to any applicable law or tax;
 - the Customer has failed on at least two consecutive occasions to provide the Supplier or the Supplier's Agent with access to the Metering System; or
 - the Customer fails to provide a customer meter reading in accordance with the provisions of Clause 4.6(c).
- 7.4 Where the Contract is varied in accordance with this Clause 7 the Supplier shall give written notice of the variation to the Customer which shall take effect from the date given in the notice (a "Variation Notice").
- ## 8 Limitation of Liability
- 8.1 Neither Party will be liable to the other for any losses incurred by the other Party due to circumstances outside of the control of any Party, including without limitation any Force Majeure event.
- 8.2 The Supplier shall not be liable to the Customer for:
- any loss of profit or anticipated profit, loss of revenue, damage to reputation, loss of use, loss of goodwill, loss of contract;
 - any special indirect or consequential loss;
 - any loss resulting from the liability of the Customer to any other person howsoever arising;
 - any loss, damage or corruption caused by loss of data stored electronically; or,
 - any loss or damage arising from any interruption in or to the supply of electricity, including without limitation loss of or damage to food or the costs of repairing, rectifying or reinstalling the operations of any computer or telephone or other electronic systems.
- 8.3 Neither Party excludes or limits its liability in respect of any claim on account of death or personal injury resulting from its negligence and each Party indemnifies the other against all such liability incurred by the other on account of death or personal injury resulting from its negligence.
- 8.4 The Supplier is not responsible or liable for the maintenance of the connection between the relevant Network Operator's system and the Premises and does not guarantee that electricity delivered to the Premises is free from variation in voltage or from interruptions.
- 8.5 In any event the liability of the Supplier to the Customer, if not excluded under this Clause 8, is limited to the lesser of £100,000 in respect of each incident or series of related incidents or £100,000 in respect of all incidents in any calendar year.
- 8.6 The Supplier may deduct from any payment due to the Customer under this Clause 8, or where such payment has been made, recover from the Customer, any amount the Customer has received, or is entitled to receive, in respect of the same loss from the relevant Network Operator under a Connection Agreement.
- 8.7 No provision of this Contract affects the statutory rights of either Party.
- ## 9 Termination and Renewal
- 9.1 The Supplier may terminate the Contract with immediate effect at any time following the date the Customer ceases to own and/or occupy the Premises.
- 9.2 The Contract will, in relation to all Premises, terminate with immediate effect from the date the Supplier ceases to hold a Supply Licence.
- 9.3 The Supplier may, in respect of all or any Premises, give written notice to the Customer, to terminate the Contract in respect of such Premises from the date stated in the notice where:
- the Customer fails to pay any amount due under the Contract;
 - the Customer is in breach of any warranty given under the Contract or is in material breach of the Contract;
 - the Customer ceases to be a party to or is in material breach of the Connection Agreement;
 - the Customer is deemed to be unable to pay his debts within the meaning of Section 123 of the Insolvency Act 1986;
 - the Customer presents, or has presented, a petition for a winding up order;
 - the Customer has an administrator, administrative receiver, or receiver appointed over all or any part of his business;
 - the Customer takes any steps in connection with proposing a company voluntary arrangement or a company voluntary arrangement is passed in relation to him; or
 - there is a change in relevant law which prohibits or prevents the Supplier from providing a Supply of Electricity.
- 9.4 The Supplier will, approximately 120 days before the Expiry Date, send to the Customer a Renewal Statement.
- 9.5 The Customer may terminate the Contract by giving at least 90 days' notice in writing (the "Termination Notice") to take effect, subject to Clause 9.8, from the Expiry Date.
- 9.6 Where the Customer gives a Termination Notice he shall at the same time provide the Supplier with a copy of a valid offer for the Supply of Electricity by an Electricity Supplier to the premises after the Expiry Date (the Offer).
- 9.7 The Supplier may on receipt of the Termination Notice and the Offer, send the Customer a revised offer (a Counter Offer).
- 9.8 The Termination Notice shall not take effect:
- where the Customer accepts in writing the Counter Offer;
 - where at the Expiry Date another Electricity Supplier is not Registered to supply the Premises from that date; or
 - where under and in accordance with Clause 1.7(b), the Supplier objects to and thereby prevents the Customer transferring to another supplier.
- 9.9 Where either the Customer does not give a Termination Notice or in accordance with Clause 9.8 the Termination Notice does not take effect:
- the Expiry Date shall be extended until the date, being no longer

than 12 months from the Expiry Date, set out in the Renewal Statement save that this clause 9.9(a) shall not apply if the Termination Notice does not take effect as a direct result of clauses 9.8(b) or 9.8(c); and

- (b) the Contract shall be varied to reflect the terms, including terms as to price, as set out in the Renewal Statement or, where the Customer has accepted the Counter Offer, as set out in the Counter Offer.
- 9.10 Where, in respect of any Premises, the Contract is terminated under or in accordance with any of the Clauses 9.3(a) to (c), the Customer shall at the request of the Supplier pay a Termination Fee to the Supplier.
- 9.11 The Termination Fee payable under Clause 9.10 shall be of an amount calculated as follows: "the number of months (including part months) left until the Expiry Date multiplied by one third of the Average Monthly Amount plus an administration fee of £100."
- 9.12 For the purposes of the calculation in Clause 9.11, the Average Monthly Amount is (i) the aggregate of all payments made or expected to become due under the Contract for the charges set out in the Contract Award Schedule, divided by (ii) the number of months in the period from Supply Start Date to the Expiry Date.
- 9.13 The Parties acknowledge and agree that the applicable Termination Fee in respect of any Premises represents a genuine and reasonable pre-estimate of losses, costs and expenses the Supplier will incur or suffer as a consequence of the termination of the Contract.

10 Confidentiality

- 10.1 The Contract is confidential between the Parties and shall not be disclosed by either Party to any third party without the prior written consent of an Authorised Officer of the other except where and to the extent that such disclosure is reasonably required in connection with applications and reports to governmental or other competent authorities, the borrowing of funds, obtaining of insurance or bona fide sale or assignment of any interest in the Contract Award Schedule permitted hereunder.
- 10.2 Subject to Clause 10.5, all technical and commercial information supplied by either Party to the other in connection with the Contract shall remain the property of the furnishing Party, shall be kept confidential and shall not, unless agreed in writing by an Authorised Officer of the other Party, be copied, modified, disclosed or used by the receiving Party otherwise than for the purposes required to perform its obligations under the Contract.
- 10.3 Notwithstanding any other provision of the Contract the provisions of this Clause 10 shall continue to bind a Party for a period of 5 years after its cessation as a Party for whatever reason.
- 10.4 All intellectual property relating to the subject matter of the Contract conceived, originated, devised, deployed, developed or created by the Parties and their respective employees, agents, consultants or sub-contractors during the Contract shall vest in the Supplier as sole beneficial owner, save where the Parties agree otherwise in writing.
- 10.5 Any information, provided by the Customer under this Contract, may be used by the Supplier and its authorized representatives to:
- (a) prevent fraud or loss;
- (b) verify the accuracy of other information provided for contractual reasons;
- (c) enable the Supplier to inform the Customer of other services the Supplier is able to provide; and
- (d) assess the credit rating of the Customer.

11 Indemnities

- 11.1 The Customer shall pay the Supplier, and keep the Supplier fully and effectually indemnified against:
- (a) any costs, losses or charges suffered or incurred by the Supplier as a result of the Customer exceeding the Maximum Capacity at the Premises, including without limitation costs, losses or charges incurred in respect of taking action to cut off, or reconnect, the Supply of Electricity to such Premises;
- (b) any costs, losses of any nature and charges suffered or incurred by the Supplier as a result of the Customer's failure to comply with Clause 4.5 or Clause 5.1, including, without limitation, costs arising from the repair or replacement of the Metering System; and
- (c) any tax, levy, duty or impost of any nature whatsoever (other than corporation tax or other tax of a similar nature replacing corporation tax on the profits and gains of the Supplier) which may be charged, levied or imposed on the Supplier in respect of goods or services provided by it under the Contract, including for the avoidance of doubt any Climate Change Levy or other environmental tax.

12 Miscellaneous

- 12.1 The Supplier may transfer (whether by way of assignment or novation) part or all of the benefit of the Contract without the prior written consent of the Customer. The Customer shall not transfer

(either by way of assignment or novation) the benefit or burden of this Contract without the written consent of the Supplier, such consent not to be unreasonably withheld.

- 12.2 The Contract shall in all respects be governed by and interpreted in accordance with the Laws of England. The Laws of England shall also govern the procedure of any arbitration.
- 12.3 If either Party is unable to perform its obligations by reason of Force Majeure this Contract shall remain in effect but (save as otherwise provided) both Parties' affected obligations shall be suspended without liability for the period of the Force Majeure provided that:
- (a) the suspension is of no greater scope or duration than is reasonably avoidable;
- (b) the non-performing Party uses all reasonable efforts to remedy its inability to perform; and
- (c) no obligations accruing before the Force Majeure are excused.
- 12.4 The Parties shall attempt to resolve between them any dispute arising in connection with or under the Contract. Where the Parties are unable to resolve a dispute within six weeks of the disputing Party raising the dispute, the Parties agree that the dispute shall be referred to an arbitrator, who shall be agreed by the Parties. Failing agreement upon such person the arbitration shall be conducted by some person appointed by the Chartered Institute of Arbitrators on the application of either Party.
- 12.5 The Contract forms, contains or expressly refers to the entire agreement between the Parties with respect to its subject matter and supersedes all previous agreements and understandings between the Parties with respect thereto and each of the Parties acknowledge and confirm that they have not entered into the Contract in reliance upon any representation or warranty or other undertaking not fully reflected in the Contract.
- 12.6 The Parties agree that should any provision of the Contract be declared invalid or unenforceable by any court of the relevant jurisdiction or by any competent authority:
- (a) they shall forthwith enter into good faith negotiations to amend such provision in such a way that, as amended, it is valid and legal and to the maximum extent possible carries out the original intent of the Parties as to the point or points in question; and
- (b) any such declaration shall not prejudice or affect any other provision of the Contract which shall continue in full force and effect.
- 12.7 Termination of the Contract shall not affect any rights or obligations which may have accrued prior to such termination, shall not affect continuing obligations of each of the Parties under this Contract and without prejudice to the generality of the foregoing, the provisions of Clauses 3, 8, 10 and 11 shall survive the expiry or termination of this Contract howsoever caused, and shall continue thereafter in full force and effect
- 12.8 Any failure or delay by the Supplier in enforcing any of its rights under the Contract shall not be treated as a waiver of those rights, unless the Supplier expressly waives such rights by giving written notice.
- 12.9 All notices required to be sent under the Contract shall be sent to an Authorised Officer of the relevant Party using the communication methods specified in the Contract Award Schedule.
- 12.10 Any telephone communication with the Supplier may be recorded.

13 Definitions

- 13.1 Unless otherwise specified, words and expressions used in the Contract shall bear the meaning as ascribed to them in this Clause 13.1 (and where the expression requires the singular shall also refer to the plural):

Act: means the Electricity Act 1989;

Agent: means any person accredited as a supplier agent as further defined in the Balancing and Settlement Code;

Authorised Officer: means a nominated official of the Supplier or the Customer (as the case may be) who has authority to sign, authorize or enter into the Contract on behalf of the relevant Party;

Availability Charges: Means charges levied by the relevant Network Operator as part of its published use of system charges for the provision of a defined capacity (normally measured in kVA) at the supply point and/or for reactive power;

Balancing and Settlement Code (BSC): means the document of that name (a) required to be in force by the Transmission Company in accordance with a condition of its Transmission Licence and (b) which the Supplier is required to be a party to in accordance with the Supply Licence;

Certified: means the certification of Metering System in accordance with Schedule 7 of the Act;

Charges: means any charges or payments including any Availability Charges that are payable by the Customer to the Supplier in accordance with the Contract for services provided by the Supplier under the Contract;

Climate Change Levy: means the charge levied at the rate from time to time imposed, pursuant to the Finance Act 2000 and any regulations made

there under or in connection with such charge;

Connection Agreement: means an agreement (the National Terms of Connection or otherwise) entered or to be entered into between a Network Operator and the Customer pursuant to which the Premises are connected (through one or more Supply Point) to the relevant Network Operator's system;

Contract: means these Terms and Conditions, the Contract Award Schedule and any Variation Notice sent under Clause 7;

Contract Award Schedule: means the Contract Award Schedule as agreed between the Supplier and the Customer and each Contract Schedule attached, from time to time, to the Contract Award Schedule;

Contract Schedule: means a schedule identifying a Premises at which a supply of electricity is to be provided by the Supplier under the Contract;

Contract Start Date: in respect of any Premises means the start date of the Contract for those Premises;

Credit: means cash, bonds or letters of credit as specified by the Supplier and deemed appropriate by the Supplier to cover, or provide assurance for covering, the financial obligations of the Customer under the Contract;

Customer: means the Party named and specified in the Contract Award Schedule;

Day: means a period of 24 hours (or such other number of hours as may be relevant in the case of changes for daylight saving) ending at midnight;

Discount Period: in respect of any Premises, means the period from the Contract Start Date to the Expiry Date specified in the relevant Contract Schedule (during which period the Charges will not be varied other than in accordance with Clauses 3.2 and 7.3);

Direct Debit: means the collection of monies from the Customer's bank account through the direct debit payment scheme operated by UK banks;

Domestic Premises: means premises at which a supply of electricity is taken wholly or mainly for domestic purposes;

Due Date: means, as the case may be, (i) the date by which an invoice submitted to the Customer is required to be paid; (ii) the date that any Direct Debit payment is scheduled to be received by the Supplier as cleared funds from the Customer's relevant bank or building society account and (iii) the date that any Payment Plan Amount is scheduled to be paid by the Customer or to be received by the Supplier as debited from the Customer's bank or building society account;

Electricity Supplier: means any person other than the Supplier authorized to supply electricity in accordance with section 6 of the Act;

Estimated Annual Consumption: The annual demand in kWh, that has been estimated by the Supplier from historical consumption information that has been provided by the Customer, as the amount of electricity that is likely to be consumed by the Customer at the Premises (and as may be shown as an annual total or split or apportioned into less frequent periods);

Expiry Date: means, as the case may be, the date specified in the Contract Award Schedule or where Clause 9.8 has been applied, the expiry date specified by the Supplier in accordance with that Clause 9.8;

Force Majeure: means an event or circumstance which is beyond the reasonable control of a Party and which results in or causes the failure of that Party to perform any of its obligations under this Contract, provided that lack of funds shall not be interpreted as an event beyond a Party's reasonable control;

Good Industry Practice: means the exercise of that degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced operator engaged in the same type of undertaking under the same or similar circumstances;

Half Hourly Metering System: means Metering System which measures and records electricity usage on a half hourly basis;

kVA: means kilovoltampere;

kWh: means kilowatt-hours;

Late Payment Fee: means a fee of £50 charged by the Supplier as a result of the Supplier being unable to collect a Direct Debit or Payment Plan Amount as due under the Contract;

Maximum Capacity: means the maximum rate of use of electricity, expressed in kW or kVA, the Customer is allowed to take from the relevant Network Operator's system in respect of the Premises;

Metered Usage: means the amount of electricity consumed at the Premises as measured in accordance with the Metering System;

Meter Point Supply Number: means the unique number attributed to the Metering System in accordance with the Master Registration Agreement (an industry agreement which the Supplier is a party to in accordance with the Supply Licence);

Metering System: has the meaning given to that term in the Balancing and Settlement Code;

Metering Information: means all technical information relating to the supply of electricity at the Premises as specified in the Contract Award Schedule and which may, without limitation comprise of the Meter Point Supply Number, the Estimated Annual Consumption, the historical demand and/or consumption profile in respect of the Premises, the Maximum Capacity;

Month: means calendar month;

Network Operator: means the owner or operator, other than the Transmission Company, of a system of electrical lines (a distribution system)

through which electricity is, or is to be, conveyed and delivered to the Premises;

Non Half Hourly Metering System: means Metering System other than Half Hourly Metering System;

Opening Meter Reading: means the meter reading determined as being taken on the Supply Start Date for the purpose of Clause 3.10;

Party: means each party to the Contract, namely the Supplier and the Customer;

Payment Plan Amount: means a monetary amount, as specified in the Contract Schedule and as varied from time to time by the Supplier which is paid to the Supplier by the Customer by way of Direct Debit from the Customer's bank or building society account and which the Supplier holds on account towards payment of Charges;

Premises: means any premises (at which there may be one or more Supply Points) as identified in a Contract Schedule, which are to be supplied with electricity under the Contract;

Renewal Statement: means a statement sent by the Supplier to the Customer which (a) sets out the terms and conditions, including terms as to price (which may differ in respect of different circumstances applying to the case), that will apply in circumstances where the Contract is renewed in accordance with the provisions of Clause 9, and (b) sets out other information in respect of the renewal of the Contract.

Regulator: means Gas and Electricity Markets Authority (including its office known as Ofgem) or its successor;

Registered: means either the Supplier, or where the context requires an Electricity Supplier, being registered, in accordance with industry agreements and procedures, as the supplier responsible for supplying electricity to the Premises from a particular date and "Register" and "Registration" shall be construed accordingly;

Site Works: means any physical alterations or works that need to undertaken at the Premises, whether at the request of the Customer or otherwise, in order for the electricity to be delivered to the Premises or for the installation of, or any part of, a Metering System.

Supplier: means Haven Power Ltd whose registered office is Drax Power Station, Selby, North Yorkshire, YO8 8PH and registered number is 05893966;

Supply Contract: means a contract for the supply of electricity in respect of the Premises between the Customer and an Electricity Supplier;

Supply Licence: means the Electricity Supply Licence granted to the Supplier in accordance with section 6 of the Act;

Supply of Electricity: means the supply of electricity to the Customer at the Premises up to the Maximum Capacity and having the electrical characteristics specified in this Contract and which characteristics may be amended from time to time with the prior consent of the Network Operator but subject to any variations permitted by law;

Supply Point: means a point of connection between an installation at the Premises and the relevant Network Operator's system through which electricity is conveyed to the Premises;

Supply Start Date: means the supply start date for each of the premises as specified in our registration as your supplier;

Termination Date: means, in relation to a Premises, the date from which the Contract is terminated in respect of those Premises, in accordance with any provision of Clause 9;

Termination Fee: means the fee payable by the Customer under and in accordance with Clause 9.9 and as calculated in accordance with Clause 9.10 and 9.11;

Terms and Conditions: means these Terms and Conditions for the Supply of Electricity to Non Half Hourly Metered Business Premises;

Time Pattern Regime: shall have the meaning given to it in the Balancing and Settlement Code;

Transmission Company: means the National Grid Company as the holder of a Transmission Licence granted under section 6 of the Act and any successor or assignee thereof; and

Value Added Tax (VAT): has the meaning given to that term in the Value Added Tax Act 1994 and any tax of a similar nature which may be substituted for or levied in addition to it.



The Havens
Ransomes Europark
Ipswich IP3 9SJ

T 01473 725943

F 01473 726788

E info@havenpower.com

W www.havenpower.com



Terms & Conditions

Supply of electricity to
non half hourly metered
business premises