

# 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 vary the Contract (including the Charges) at any time –
  - 8.1** If your rate of consumption is significantly different to that which we estimated from the information you provided.
  - 8.2** If you fail to pay any Charges which are due under the Contract.
  - 8.3** 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.
  - 8.4** If you fail to provide access to the Premises or a meter reading (as required by us or our Agents).
  - 8.5** If you are being supplied with Levy Exempt Electricity and the prevailing Climate Change Levy rate changes.
  - 8.6** 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.
  - 8.7** To reflect changes in the industry charging methodologies, industry wide practice, the requirements of a competent authority or a change in law.
- 9** If you have selected our Complete product, we will not vary the Charges until your Contract either terminates or is extended, except in accordance with paragraph 8 above.
- 10** If you have selected our Assured product, we will not vary the Charges until your Contract either terminates or is extended, except in accordance with paragraph 8 above and/or if the prospective increase in the two Third Party Costs established as CFD Costs and Capacity Market Charges is more than the Threshold Value shown in the Contract Award Schedule.

- 11** If you have selected our Standard product, then in addition to paragraph 8 above, we may vary the Charges if the prospective increase in the seven following Third Party Costs is more than the Threshold Amount calculated from the TNUoS & DUoS Threshold Percentage and the BSUoS, Renewables Obligation, FIT Costs, Capacity Market Charges and CFD Costs Threshold Value shown on the Contract Award Schedule. These seven Third Party Costs are:
- (a) Transmission Network Use of System Charges (TNUoS);
  - (b) Distribution Use of System Charges (DUoS), excluding Availability Charges, Power Factor Charges or Penalties and Reactive Power;
  - (c) Balancing Services Use of System Charges (BSUoS);
  - (d) Renewables Obligation;
  - (e) FIT Costs;
  - (f) CFD Costs; and
  - (g) Capacity Market Charges.
- 12** If you have selected our HH Pass Through product, then in addition to paragraph 8 above, we can vary the Charges if the level of one or more of the seven Third Party Charges stated in paragraph 11 above changes. These will be passed through to you at the cost incurred by us.
- 13** We may cut off the Supply of Electricity to the Premises, and charge you our costs of doing so, where –
- 13.1 You fail to pay any amount due to us.
  - 13.2 You are in material breach of the Contract.
  - 13.3 You exceed the maximum capacity for the Premises.
  - 13.4 The Metering Equipment has been damaged and such damage is not caused by us (or our agents).
  - 13.5 We are required to do so by law.
- 14** We may terminate the Contract where–
- 14.1 You cease to own and/or occupy the Premises.
  - 14.2 You fail to pay any Charges due.
  - 14.3 You are in material breach of the Contract.
  - 14.4 You become insolvent or bankrupt (or similar).
  - 14.5 The Actual Supply Start Date is later than the Intended Supply Start Date (otherwise than due to our act or omission).
  - 14.6 You have not provided the credit support amount required.
  - 14.7 You take out or attempt to take out a Green Deal Plan in relation to a Premises.
  - 14.8 There is a change in the law which prevents us from providing the Supply of Electricity.
- 15** 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.
- 16** 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](mailto:Terminations.notice@havenpower.com).
- 17** A written Termination Notice received by us will not take effect if –
- 17.1 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.
  - 17.2 At the Contract Expiry Date another electricity supplier is not Registered to supply electricity to the Premises from that date.
- 18** If the Termination Notice does not take effect as a result of paragraph 17.1 above, your Contract will be extended and changed to reflect the terms set out in the Renewal Statement or Counter Offer.
- 19** If the Termination Notice does not take effect as a result of paragraph 17.2 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](http://www.havenpower.com/ooc). If you are unable to view the website we will send the Out of Contract rates to you on request.
- 20** 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.
- 21** We may charge you a Termination Fee if we terminate the Contract as a result of one of the reasons listed in paragraphs 14.1 to 14.7 above.



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