

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS SITE.

Terms and conditions

### **Terms of website use**

These terms of use tell you the terms of use on which you may make use of our website energy.drax.com and any associated portal (our site), whether as a guest or a registered user. Use of our site includes accessing, browsing, or registering to use our site. We recommend that you print a copy of this for future reference.

By using our site, you confirm that you accept these terms of use and that you agree to comply with them.

If you do not agree to these terms of use, you must not use our site.

We recommend that you print a copy of this for future reference.

### **Contact us**

If you are interested in any of our products or have any enquiries, you can always speak to us – just follow this link to contact us [energyservices@drax.com](mailto:energyservices@drax.com)

### **Information about us**

The Domain energy.drax.com contains sites operated by Haven Power Limited (“we”, “us”, “our”). We are registered in England and Wales under company number 05893966 and have our registered office at Drax Power Station, Selby, North Yorkshire YO8 8PH. Our main trading address is The Havens, Ransomes Europark, Ipswich, Suffolk, IP3 9SJ..

This site may be used to provide information and other services on behalf of any company in our group, each of which shares our registered office. A reference to we, us or our in these terms of use (and any document referred to in them) includes a reference to these group companies, unless the context otherwise requires.

We, together with the products and services we sell and provide, are regulated by the Office of the Gas and Electricity Markets, more commonly known as OFGEM.

### **Changes to these terms**

We may revise these terms of use at any time by amending this page.

Please check this page from time to time to take notice of any changes we made, as they are binding on you.

### **Other Applicable terms**

These terms of use refer to the following additional terms, which also apply to your use of our site:

- Our [Privacy Notice](#)
- Our [Cookie Policy](#), which sets out information about the cookies on our site.

- Where you enter into a contract for supply of products or services from us via this website, online portal or otherwise then the terms of that supply contract will be governed separately.

### **Changes to our site**

We may update our site from time to time, and may change the content at any time. However, please note that any of the content on our site may be out of date at any given time, and we are under no obligation to update it.

We do not guarantee that our site, or any content on it, will be free from errors or omissions.

### **Accessing our site**

Our site is made available free of charge.

We do not guarantee that our site, or any content on it, will always be available or be uninterrupted. Access to our site is permitted on a temporary basis. We may suspend, withdraw, discontinue or change all or any part of our site without notice. We will not be liable to you if for any reason our site is unavailable at any time or for any period.

You are responsible for making all arrangements necessary for you to have access to our site.

You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these terms of use and that they comply with them.

### **Your account, password and information on our site**

If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party, other than your advisers and provided they have signed and you have returned a letter of authority to, they are aware of these terms and you ensure that they comply with them.

In the event you have provided any of your advisers with a user identification code, password or any other piece of information as part of our security procedures and you cease to use such adviser, you shall be responsible for withdrawing access to the relevant parts of our site.

Where passwords or access to parts of our site are agreed to time-out after a certain period of time, it will be your responsibility to use the site to renew such passwords or access.

We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms of use.

If you know or suspect that anyone other than you or your adviser knows your user identification code or password, you must promptly notify us at [energyservices@drax.com](mailto:energyservices@drax.com).

### **Intellectual property rights**

We are the owner or the licensee of all intellectual property rights in our site, and in the material published on it, including but not limited to all trade marks, design, text, sound recordings, and images. Those works are protected by trade mark and copyright laws and treaties around the world. All such rights are reserved.

You may print off a reasonable number of copies, and may download extracts, of any page(s) from our site for your personal use and you may draw the attention of others within your organisation to content posted on our site.

You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

Our status (and that of any identified contributors) as the authors of content on our site must always be acknowledged.

You must not use any part of the content on our site for commercial purposes without obtaining a licence to do so from us or our licensors.

If you print off, copy or download any part of our site in breach of these terms of use, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

### **No reliance on information**

The content on our site is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our site.

Although we make reasonable efforts to update the information on our site, we make no representations, warranties or guarantees, whether express or implied, that the content on our site is accurate, complete or up-to-date, including but not limited to availability and pricing of our products and/or services.

The views expressed by other users on our site do not represent our views or values.

### **Links to Other Sites**

Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them.

We have no control over the contents of those sites or resources.

### **Limitation of our liability**

To the extent permitted by the laws of England we expressly exclude any liability:

for direct, indirect and consequential loss or damage (including, loss of income, use, revenue, business, profits, contracts, anticipated savings, goodwill, wasted management or office time, data or corruption of data) however such loss or damage arises and whether incurred by you in connection with our website; the use, inability to use, failure to access, or results of the use of our website; your use of any sites linked to our website; and/or any materials or content posted on our website or a third party site;

for any loss or damage which was not reasonably foreseeable by you or us;

for the accuracy, suitability, quality or completeness of any information and the value and integrity of goods and services offered through our website;

for any loss or damage caused by a distributed denial-of-service attack, viruses, malicious or other technologically harmful material that may infect your computer, equipment, programs,

data or other proprietary material as a result of your use of our website or any site linked to or from it; and

arising from any reliance placed on content accessible on or via our website. Information provided by us does not constitute legal or professional advice (financial or otherwise) and shouldn't be relied upon without taking independent advice. You are wholly responsible for any decisions that you make as a result of information you read. You must not rely on information on our website when making any investment decision or a decision to buy financial services from any organisation.

To the extent permitted by the laws of England we do not provide warranties of any kind, including suggestions that our products and/or services will be of satisfactory quality, fit for purpose, secure and/or accurate.

Nothing in these terms removes or limits our liability for fraud, death or personal injury caused by our negligence or for any liability which can't be limited or excluded by English law.

We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our site or to your downloading of any content on it, or on any website linked to it.

We assume no responsibility for the content of websites linked on our site. Such links should not be interpreted as endorsement by us of those linked websites. We will not be liable for any loss or damage that may arise from your use of them.

Different limitations and exclusions of liability will apply to liability arising as a result of the supply of any goods by use to you, which will be set out in our terms and conditions of supply.

### **How we may use your personal information**

We will only use your personal information as set out in our [Privacy Notice](#).

### **Viruses**

We do not guarantee that our site will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programmes and platform in order to access our site. You should use your own virus protection software.

You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our site, the server on which our site is stored or any server, computer or database connected to our site. You must not attack our site via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site will cease immediately.

### **Linking to our site**

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.

You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

You must not establish a link to our site in any website that is not owned by you.

Our site must not be framed on any other site.

We reserve the right to withdraw linking permission without notice. If you wish to make any use of content on our site other than that set out above, please contact [energyservices@drax.com](mailto:energyservices@drax.com).

### **Third party links and resources in our site**

Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only.

We have no control over the contents of those sites or resources.

### **Applicable law**

These terms of use, its subject matter and its formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.

### **Trade marks**

Haven Power and the Haven Power logo are UK registered trademarks of Haven Power Limited.

Drax Electric Vehicles and Drax Electric Assets and their logos are trademarks of Drax Power Limited.