

POWER EDGE

TERMS AND CONDITIONS

FOR ELECTRICITY SUPPLY

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Definitions

Preliminary Note

*The meaning of other defined terms used in this contract can be found at the back of this contract.
Certain clauses in the model contract have been included to reflect the Electricity Authority Final Principles and Minimum Terms and Conditions for Domestic Contracts for Delivered Electricity (Interposed) (27th May 2011) (“Guidelines”) and the Guideline on arrangements to assist low income and vulnerable consumers (July 2007) (“Guideline on vulnerable consumers”).*

THE CONTRACT

1. WELCOME TO POWER EDGE – A LITTLE ABOUT US

Power Edge is an innovative “ethical” power retailer which means that we will not bind our customers to long term contracts and will be transparent in our billing and trading process. We are Solar and Renewable Energy focused. Our aim is to create the “best buy back” and trading terms for embedded renewable energy and to create embedded solar communities. We may upgrade metering at your premises at no charge to you and we may offer innovative battery management and solar trading terms to you or as part of a community or body corporate. We aim to build a sustainable renewable energy trading business for the benefit of our customers, employees and shareholders.

Power Edge is 100% New Zealand owned and operated.

Disclaimer

Our buy back promise is based on standard pricing for existing solar customers of the major energy retailers. Some retailers offer certain customers a high buy back price, but this may be for a limited time or a limited number of kilowatts or they may offer an inducement to make you stay if you are switching away. We will endeavour to match and improve on all buy back rates with our customers for the long term.

Trading Relationship

We are currently putting systems and processes in place to trade as a certified market participant with the Electricity Authority. During this time, we are being supported by Body Corporate Power Limited and/or their Agents so that we may meet or exceed our obligations within the Rules and Regulations of the Electricity Industry.

2. HOW TO CONTACT US

To contact us please do one of the following:

- Email us at support@powedge.nz
- Call us on 0508 11 33 22

You can also apply on-line to join Power Edge and you will find more information on our website - www.poweredge.nz

If there is a fault or problem in the supply of electricity to you, you will need to contact your Network provider. You can find the contact number for your Network Provider on your power bill

3. HOW TO JOIN

3.1. How to apply to join

(a) You can apply to join us by;

- (i) Completing the application form on-line here www.poweredge.nz/joinnow
- (ii) Download a customer application form from our web site and email this back to us at support@poweredger.nz once completed

- (iii) Call us on 0508 11 33 22. We can join you up over the phone, please have a copy of a recent bill handy when you call as we will need certain information from your bill. If you are moving into a new property and don't have a bill for that property that's ok, call us and we will get you connected.

3.2. Checks we need to run

We may need to run a few checks before we can confirm and accept you as a customer, these checks may include.

- (i) you accept our standard terms and conditions
- (ii) if requested, you must provide us with evidence of your tenancy or occupation at the Premises
- (iii) we supply electricity to your area
- (iv) you must meet our credit criteria
- (v) we have any other reasonable grounds not to provide you with electricity
- (vi) In some cases, we may need to ask for a Bond. The circumstances when a Bond will be required from you are set out in clause 10.

3.3. Upon becoming a customer

Upon you becoming our customer we will provide to you a summary of the terms of our contract with you including:

- (i) our performance commitments.
- (ii) our prices and fees for our services (including any buy back rate) and our terms for disconnection or reconnection charges and the period for which these prices will remain valid;
- (iii) any payment options for our service fees and any discount for prompt payment.
- (iv) the opportunity for you to notify us that if you consider you are a Vulnerable Customer or a Medically Dependent Vulnerable Customer
- (v) the frequency with which we will read your Meter
- (vi) rights in respect of access to your Premises (including our obligations when exercising these rights);
- (vii) any limitations of our liability to you if we breach our contract with you
- (viii) who the network company is who provides us with Lines Services, and
- (ix) who you should contact if there is any interruption in your supply of electricity or if you have any complaints in respect of our contract with you. You can use the specified number to access information about faults/unplanned interruptions as well as to report faults and to obtain information about planned interruptions.

Please note that the summary of the terms of our contract contains only key features of the contract. You should still familiarise yourself with the entire contract. The contract prevails over the summary if there is any inconsistency.

3.4. Multiple connections at your premises

- (a) If you are on Premises where there are multiple connections to the Network, you should register each connection with us to ensure a continual power supply.
- (b) Where appropriate we may offer sub metering or check metering. These meters will be either for collecting data (solar production or Battery import /export. These metering points will if appropriate be invoiced separately to the relevant account and offset from the "Gate" or Revenue Meter as identified on the Electricity Authority meter Registry.

4. PROTECTING INFORMATION ABOUT YOU

4.1. Your Information

To become our customer, we need you to provide us with certain information. We may not be able to process your application if the information is not provided. You must tell us promptly if any of this information changes.

We may use any information we collect and hold about you for any of the following purposes;

- (i) To supply electricity to you
- (ii) To invoice you
- (iii) To carry out credit checks or debt collection
- (iv) To send you notices or contact you
- (v) To meet the requirements of the Utilities Disputes Commissioner
- (vi) To meet the requirements of the owners or operators of the Grid or Network
- (vii) To address mail to new occupants at your old address
- (viii) To allow us to consult with Work and Income New Zealand either at our discretion pursuant to clause 15 (b) or where you agree pursuant to clause 13 (d).

4.2. Recording of telephone calls

We may record telephone calls between us, we do this to;

- (i) Help train and monitor our staff
- (ii) Confirm our contractual commitments with you
- (iii) Help resolve disputes if they should arise

4.3. Confidentiality

Information about you will be held and used by us in accordance with the Privacy Act 1993.

Under the Privacy Act, you or any other joint customer under this contract may access and request the correction of any of the information we hold under this contract by contacting us. Our contact details are set out on page 5

We may also disclose information about you to;

- i. Any other person who is a joint customer under this contract
 - i. Credit reporting and debt collection agencies
 - ii. The Office of the Electricity and Gas Complaints Commissioner (EGCC) Scheme in connection with any complaint made by you
 - iii. The Distributor and/or the trust or co-operative that owns that Distributor so that they may pass on rebates or discounts, or prepare electoral rolls of trust beneficiaries
 - iv. The operator of the Grid or Network for the running of their respective networks
 - v. Any person we are required by law to provide with information about you
 - vi. Work and Income New Zealand at our discretion pursuant to clause 13 (b) or, where you agree, pursuant to clause 13 (d)
- (a) By entering into this contract, you authorise any person to provide us with such information about you as we may require in response to our queries and for any of the purposes set out above.

5. OUR SUPPLY OF ELECTRICITY TO YOU

5.1 Our promise to supply

- a) We will supply electricity to you at quality and reliability levels in accordance with current laws including the Electricity Governance Regulations and Rules and technical electrical codes of practice.
- b) We will supply electricity in accordance with other codes of practice and relevant industry protocols.
- c) You need to be aware that your supply of electricity may be interrupted or disconnected for a variety of reasons, which we set out in clauses 5.2. and 5.4. for your information.

5.2 Technical interruptions

- (a) Your supply may be interrupted by us or the Distributor;
 - i. To maintain, replace, or install equipment owned by us or the Distributor, or related to the Network
 - ii. To upgrade the quality of supply to your Premises or surrounding area and to connect new customers and subdivisions that depend on the same Network assets as your Point of Connection
 - iii. To protect persons or property
 - iv. For any other health and safety reasons
 - v. To comply with proper instructions from the Distributor (where we interrupt your supply), Transpower, the Electricity Commission (now Electricity Authority), or any regulatory authority
 - vi. To maintain the safety and security of the Network in order to;
 - vii. maintain a safe environment
 - viii. prevent unexpected short-term overloading of the Network
 - ix. prevent voltage levels rising or falling outside statutory requirements
 - x. preserve the security of the Network or avoid or mitigate damage to the equipment of any person connected to the Network;
 - xi. Where we or the Distributor are called upon by a relevant authority through a regionally or nationally coordinated process to ration electricity in response to an anticipated shortage of electricity; or
 - xii. If an act, event, omission or accident beyond our control causes such interruption. Examples of such an act, event, omission or accident include an act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, fire, flood, earthquake, lightning, storm, significant Grid, generator or Network failure, your acts or omissions or any defect or abnormal conditions in or about your Premises.
- (b) Before we or the Distributor interrupt your supply for any of the reasons outlined in clauses 5.2. (a) (i) or 5.2. (a) (ii) we, or your Distributor, will give you at least four (4) Working Days' notice of the time and expected duration of the outage. Notice will be given in accordance with clause 24. (a). In the case of any interruption for any of the reasons set out in clauses 5.2. (a) (iii) to 5.2. (a) (viii) we will notify you as soon as reasonably practicable of the time and expected duration of the interruption.
 - i. We aim to provide more than four (4) Working Days' notice in relation to all planned interruptions other than those where the interruption is urgently required and not reasonably foreseeable.
 - ii. If your supply is interrupted for any reason including the reasons set out in clause 5.2. (a) we will restore your supply as soon as reasonably practicable.
 - iii. We will regularly update ourselves with any information about a supply interruption in accordance with good industry practice in New Zealand.

5.3 Disconnection for non-payment

- (a) You may only be disconnected if you do not pay in full, by the due date, any amounts you owe us in

relation to the supply of electricity to your Premises. This applies to any of our invoices, including those based on a reasonable estimate of your likely electricity use under **clause 7.2. (a)**.

- (b) If you are registered with us as a Medically Dependent Vulnerable Customer, you will not be disconnected for non-payment. You are, however, responsible for the payment of your electricity account and failure to pay could lead to other action being taken to limit or recover the debt.
- (c) Our right to disconnect you under clause **5.3. (a)** is limited as follows;
 - (i) If you have not paid part or all of our invoice because, in good faith, you dispute it, and you have told us why you dispute it, we will not disconnect you or commence credit recovery action before the dispute resolution process has been completed. However, if we reasonably consider that your dispute is frivolous or vexatious, we may disconnect you
 - (ii) If you have notified us of one or more preferred contacts in accordance with clause **11.3. (b)** we will not disconnect you until we have made reasonable endeavours to make contact with those preferred contacts and have offered alternative payment arrangements to you via those preferred contacts.
 - (iii) If you have not paid the undisputed part of our invoice (if any), then we may disconnect you in relation to this unpaid amount; and
 - (iv) In the case of an invoice based on a reasonable estimate of your likely electricity use under clause 48 we will only disconnect if it is fair and reasonable to do so in the circumstances.
- (d) If you are disconnected for non-payment, you must still pay;
 - (i) Any amounts you owe us including reasonable costs incurred in recovering your debt to us; and
 - (ii) Any charges for services (such as the fixed Line charges) that continue to accrue after your electricity supply is disconnected.
- (e) We will only disconnect/terminate for these reasons if they are for material breaches. We will only disconnect/terminate where the material or persistent breach is clearly established and not subject to a disputes resolution proceeding.
- (f) If you have notified us of one or more preferred contacts in accordance with clause 14 we will not disconnect you until we have made reasonable endeavours to make contact with those preferred contacts, and have offered alternative

5.4 Disconnection for other reasons

- (a) You may be disconnected if:
 - (i) *Theft*: There is reasonable evidence of electricity theft
 - (ii) *Wilful Damage*: There is reasonable evidence of wilful interference or damage by you to any equipment relating to the supply of electricity to your Premises including in breach of **clause 16.6 (a)**
 - (iii) *Generation*: You generate electricity at your Premises and send it into the Network without the Distributor's prior consent in breach of clause **19.1. (b)**
 - (iv) *Use of Lines*: You send signals or other communications through the Network in breach of **clause 19.1. (a)**
 - (v) *No access*: Over two (2) consecutive occasions you prevent us or the Distributor from coming onto your Premises for any of the reasons set out in clause **19.1. (a)**
 - (vi) *Interference*: You use electricity at your Premises in a way that interferes with the quality of the electricity supplied to others, or interferes with the Network, and you do not stop the interference as soon as you become aware of it

- (vii) *Application criteria:* You move into Premises we supply and apply to join us, but do not meet our application criteria
 - (viii) *Emergency access:* If you deny immediate access to your Premises for us or the Distributor under clause **19.2 (a) (iv)**
 - (ix) *End of contract:* This contract is terminated, and you have not switched to another retailer
 - (x) *Network requirement:* There has been an occurrence, or there are circumstances, that may adversely affect the proper working of the Network or transmission system
 - (xi) *Safety reasons:* Disconnection is required to avoid endangering persons or property or for other safety reasons, including where trees, vegetation or other obstacles are close to or touching Lines or related equipment so as to create an immediate danger; and
 - (xii) *Insolvency:* Our agreement with the Distributor for the provision of Line Services in relation to the Network is terminated due to our event of default or insolvency.
- (b) We will only disconnect/terminate for these reasons if they are for material breaches. We will only disconnect/terminate where the material or persistent breach is clearly established and not subject to a dispute's resolution proceeding.

5.5 Notices of disconnection

- (a) Except in the case of agreed emergency disconnection we will provide for;
- (i) At least seven (7) working days' notice of warning of disconnection before any disconnection (provided that no notice is required if you have entered into a payment arrangement and you default within a short period of time)
 - (ii) A final warning no less than 24 hours nor more than seven (7) days before the disconnection. The final warning must provide the timeframes for disconnection. This will be a separate notice to the one provided at least seven (7) days prior to disconnection and will be provided by email
 - (iii) If disconnection is not prevented by you and not completed within the timeframes notified we will issue another final warning no less than 24 hours or more than seven (7) days before disconnection
 - (iv) We will only disconnect you on a Working Day that is not a Friday or the day before a public holiday unless you agree otherwise.
- (b) We will take all reasonable steps to ensure that you actually receive a final warning described in **clause 5.5. (a)**
- (c) Any warning or notice of disconnection will include information about;
- (i) The reasons for the disconnection;
 - (ii) Our dispute resolution processes;
 - (iii) That you can advise us if you believe you are a Vulnerable Customer or a Medically Dependent Vulnerable Customer;
 - (iv) Details of how you can avoid disconnection, including where applicable, where and how you can pay the amount owing;
 - (v) Contact details for Work and Income;
 - (vi) The fee for reconnecting you (including explicit information about the additional charges, for example any disconnection fee or attendance fee, over and above the payment of unpaid invoices, that will apply); and
 - (vii) Our policies that may help you manage your payments if you are having difficulty paying our invoices.

5.6 Disconnection charges

- (a) Our charges relating to disconnections and reconnections are set out in our fee schedule, which is available by:
- Visiting our web site at www.poweredge.nz/fees
- (b) Any fee we charge in relation to a temporary disconnection and/or reconnection will be no more than the amount required to meet the costs we incurred in the disconnection and/or reconnection.

5.7 Reconnection

- (a) Before we reconnect you, we may require you to:
- Pay all amounts you owe us, subject to **clause 7.3. (c)**, including any fees (as set out in our fee schedule), which may include a disconnection and reconnection fee
 - Pay any collection costs we incurred in obtaining payment of the amounts you owed us
 - Agree on a satisfactory method for paying future charges
 - Provide a Bond under **clause 8**; and
 - Provide a certificate that meets the requirements of **clause 20.5. (b)**.
- (b) Once you have satisfied the requirements for reconnection we will restore your electricity supply as soon as reasonably practicable.

6. OUR CHARGES

6.1. Obligation to pay our charges

- (a) If your application is accepted (or you use electricity supplied by us after you have received notice that these are the terms and conditions on which we are prepared to supply electricity to you) you will be bound by these terms and conditions and be liable to pay our charges.
- (b) Once a contract is formed, all electricity supplied by us to you at your Premises prior to formation of the contract is deemed to be covered by the contract and you will be liable to pay our charges for that electricity in accordance with these terms and conditions.

6.2. Our prices for electricity supply to your premises

- (a) When you join Power Edge our prices to you will be based on network charges, wholesale supply and metering at a price that we will fix with you in our contract terms. We may amend this rate from time to time but will give at least 30 days' notice of any amendment.
- (b) If you are moving into a new premise, we will place you on a standard pricing plan until we can get an offer to you
- (c) Where we have a power purchase agreement for embedded generation that you may own or part own, we will look to off-set any credit to your new premises or offer a credit to your invoice.

6.3. Other fees

- (a) We also charge fees for services provided under this contract, including but not limited to;
- Disconnections

- (ii) Reconnections
- (iii) Meter read requests
- (iv) Testing metering equipment or fixing faulty metering equipment, if caused by the customer
- (v) Tarif changes, where the network company charges us
- (vi) Debt collection fees
- (vii) Our other fees are available on our web site at www.poweredge.nz/fees

6.4 Price Changes

- (a) We may only increase our prices and fees for other services provided under this contract after giving you at least thirty (30) days' notice, unless we have agreed to give you more notice under an alternative pricing plan. The notice will be given at least 30 days in advance but in any event as soon as possible (i.e. at least 30 days but longer if this is possible). We will give notice:
 - (i) By emailing you and posting the information on our website; or
 - (ii) In accordance with **clause 22. (a)** if we increase our prices by more than 5%.
 - (iii) Where a fee or service charge increases by more than 5% and the increase is reasonably likely to have a material effect on you, the notice will be given as soon as possible, rather than the 30 days before the change takes effect.
- (b) If we increase our prices we will explain the reasons for the increase when we give you notice in accordance with **clause 6.4. (a)** and show the breakdown of charges for electricity supplied and for distribution of that electricity.
- (c) If we apply a price change between invoices, we may average out the electricity you used over the period (to calculate your daily average usage) and prorate your charges accordingly.
- (d) We may decrease our prices at any time without the need to give you thirty (30) days' notice (or any notice at all).
- (e) We will give you reasonable notice if circumstances arise, or are likely to arise, where a fee may be incurred. We will give you reasonable notice of those circumstances before the fee is incurred. The notice will explain how you can avoid the fee. This may be by notifying us why the fee should not be payable, or by taking action so that the fee does not become payable – such as paying before a late payment fee. If you believe that the fee should not be incurred you can advise us, outlining reasons why, and if we are in disagreement you may make a complaint under **clause 15**.

6.5 Change in network company charges

- (a) If there is a decrease in the price we are charged by the network company, we will detail the components of this change within three (3) months of announcement of the change by the network company whether or not we change our prices and fees. If we do not decrease our prices and fees we will provide an explanation for this.
- (b) If there is an increase in the price we are charged by the Distributor and our price or fees increase as a result, we will detail the components of this change in the notice we send you in accordance with **clause 6.4. (a)** and provide an explanation for the increase.

6.6 Change in plan

- (a) If you wish to change your pricing plan, products, or services to another pricing plan, product or service offered by us, then;
 - (i) you may ask us to make the change; and
 - (ii) subject only to any reasonable restrictions applying to the pricing plan, product or service, we will make the change; and
 - (iii) the change will occur within one month (billing period) and the fees incurred will be as displayed on our website www.poweredge.nz/fees

6.7 GST

- (a) Prices quoted are exclusive of GST unless otherwise stated.

7. INVOICES AND PAYMENTS

7.1 Our Invoices

- (a) We will send you an invoice by email, or post if agreed with us, for your actual or estimated electricity use at least every month, unless you and we agree otherwise. It is your obligation to maintain a current email or where agreed, a current postal address with us.
- (b) When we email you your invoice you will be deemed to have received it on the same day.
- (c) We will charge you according to the prices we have agreed with you plus any subsequent price increase which you will have been notified of, together with any relevant fees incurred under our fees schedule
- (d) If your invoice includes fixed charges, we will itemise these fixed charges separately.
- (e) Our Invoices will show
 - (i) the name and contact number of the Network company that supply's the electricity to your premise(s). You may call this number if you wish to report a fault or outage in the supply of electricity to you; and
 - (ii) the quantity of electricity supplied, or estimated to have been supplied if we have not received an actual reading
 - (iii) the charges for the electrical energy and Lines Services supplied to you
 - (iv) any charges for goods or services you have asked us to provide other than electricity and Lines Services; and
 - (v) any prompt payment discount available to you if you pay your account on time and in full. All accounts on Direct Debit are fully inclusive of prompt payment
 - (vi) the GST component of the total invoice amount
 - (vii) a clear due date for payment
 - (viii) if you are paying by direct debit, then the date on which payment will be deducted from your nominated account

7.2 Estimated invoices

- (a) If your Meter has not been read for the period covered by an invoice, we will make a reasonable estimate of your likely electricity use during the invoice period.
- (b) If your invoice is based on an estimate, we will say so on your invoice. If you ask, we will explain the basis of our estimate.

7.3 Your obligation to pay our invoice(s)

- (a) You must pay our invoices in full on or by the due date on the invoice, whether it is based on actual or estimated electricity use. You may not set off any of the amount you may owe to us under this contract against an amount that we may owe to you.
- (b) If you think our invoice has an error, please contact us so we can clarify any issues. Our contact details are set out on **page 5**.
- (c) If you dispute part (or all) of any invoice, you must still pay the undisputed amounts.

7.4 Important advice

- (a) If you do not make any payment when due, in addition to any other remedies, we may:
 - (i) Charge you interest for late payment at 5% above our current bank overdraft-lending rate as notified to you by us. Interest will accrue daily from the due date for payment until payment is made and will be payable by you on demand.
 - (ii) Recover from you any cost, expenses or disbursements incurred by us in recovering money from you, including without limitation, debt collection agency fees and legal fees.
- (b) If you have a debt owing to us from a previous Account, we may transfer this debt to a current Account that you hold with us. The amount owing must be paid in accordance with the terms of the previous Account, unless we agree otherwise, but a default in payment may be treated by us as a default under this contract.
- (c) If you fail to pay our invoice, your electricity supply may be disconnected. This is explained further in **clauses 5.3. (a) to 5.3. (d)**.
- (d) If you are having difficulty paying our invoices, please let us know. Our contact details are set out on **page 5**. We have policies, payment plans and metering solutions which may help you manage your payments. In addition, we can provide contact information for social agencies and Work and Income who may be able to assist.

7.5 Payment options

- (a) You can pay our invoices by;
 - (i) Direct debit to your nominated bank account or credit card. We recommend direct debit as the best payment option to ensure your account is always paid in full on time to ensure you receive any prompt payment discount available on your account
 - (ii) You can also pay by internet banking, going to your bank and depositing funds directly into our bank account number which you will find on the invoice, or by calling us – we can take payment over the phone if you are paying by credit card
 - (iii) You can smooth pay or pay your invoice in advance if you wish. Smooth pay means paying a regular fixed amount per week/fortnight) rather than waiting until your invoice arrives and then paying the total amount in one lump sum.

8. BOND

8.1. Why a bond may be required if;

- (a) If you do not own the premises, we may at any time (at our discretion) require a Bond. A Bond is a sum of money we collect from you and hold as security against non-payment by you of our invoices. If we require a Bond the reason for our decision will be explained to you. A Bond may be required if you;
 - (i) Refuse any other suitable arrangements that would provide credit security
 - (ii) Have tampered or interfered with a Meter or other electricity equipment
 - (iii) Have repeatedly refused or obstructed access to your Premises for a Meter reading, or
 - (iv) Have been disconnected for any of the reasons referred to in **clauses 5.3. (a) and 5.4.**
- (b) We will hold your Bond as security against any amounts invoiced and unpaid under this contract.
- (c) If we require a Bond, the Bond must be paid to us within ten (10) Working Days of the date we request the Bond from you.
- (d) We do not pay interest on the Bond.

8.2. Amount of Bond

- (a) Bonds for residential customers are capped at \$150.00, bond amounts for business customers are determined on a case by case basis.
- (b) Any Bond will be held in Trust in a separate account.

8.3. Repayment

- (a) We will repay your Bond within one (1) month of you switching to another Retailer or terminating our supply of electricity to you, less any amounts you owe us, whichever is earlier.
- (b) We will review the need to retain your Bond after 12 months.
- (c) We will repay your Bond, less any amounts you owe us, by paying you by direct credit to your nominated bank account keep your Bond

9. MOVING PREMISES

- (a) If you move Premises and you were our customer at your previous Premises you need to notify us and give us the address of your new Premises. There may be a fee associated with disconnection from your previous Premises and we may require you to re-apply to join us. We need a final Meter reading from your previous Premises and an initial Meter reading from your new Premises. Your options for arranging this are set out in **clauses 16.4. (a) and 16.4. (b).**

10. SWITCHING TO US

- (a) If you are switching to us from another Retailer, whether you are staying in the same Premises or

moving to a new Premises, we will arrange the switch with your existing Retailer. However, to complete the switch:

- (i) You must apply to join us under **clause 4**;
 - (ii) You authorise us to act as your agent regarding the transfer of any key and/or other security information to/for your Premises from your existing Retailer.
- (b) The switch may occur within a few days but will occur within a maximum of 10 days. The actual date on which the switch occurs will be determined by your existing Retailer.

11. MORE THAN ONE PERSON ON THE SAME ACCOUNT

11.1. Number of people on one account

- (a) Any number of people may join as customers under this contract. However, each customer is individually and jointly liable for all money owing to us and all other customer responsibilities while he or she is a customer. Each such customer may exercise all rights under this contract.

11.2. Notifying us if you no longer wish to be a joint customer

- (a) You must advise us if you no longer wish to be a joint customer. We may require the remaining customers to enter into a new contract. If you wish to terminate this contract, you need to follow the steps in clauses **23.1. (a)** and **23.1. (b)**.

When you cease to be a joint customer, you are still liable for all customer responsibilities that arose while you were a customer.

11.3. If you nominate an alternate contact

- (a) You may nominate a person to make decisions for you under this contract. However, you are still responsible as a customer.
- (b) You can nominate one or more people as an alternate contact. An alternate contact is a person who has agreed to assist if a disconnection or payment issue is pending. An alternate contact could be a family member or friend, or a social agency. If you are facing disconnection, we will make reasonable endeavours to contact any alternate contact with the details you have provided.

12. MEDICALLY DEPENDANT & VULNERABLE CUSTOMERS

12.1. Disclosure of relevant private or personal information

- (a) It is the consumer's responsibility to disclose private or personal information that may be relevant to any disconnection decision by an electricity retailer. This includes information on a person having been assessed by a District Health Board, private hospital or General Practitioner to be a Medically Dependent Consumer or information on any change to a domestic consumer Medically Dependent status over time.

12.2. Where to find information

- (a) Information on medically dependent and vulnerable customers can be found on our web site. At ea.govt.nz/operations/retail/retailers/retailer-obligations/medically-dependant-and-vulnerable-customers/.

12.3. What you should do

- (a) If someone at your premise(s) is reliant on electricity supply for critical medical equipment or is reliant on electricity supply for reasons of age, health or disability and the disconnection of electricity may present a clear

threat to their health or wellbeing, please contact us.

- (b) Medically dependent status can only be granted through the provision of a Notice of Medically Dependent Consumer Status, which is available from a primary healthcare provider. We will need to be provided with a copy of this notice and will record this important information on your account.

IMPORTANT

- (a) This information does not imply a guaranteed supply of electricity to Medically Dependent Consumers. From time to time temporary electricity outages may occur and Medically Dependent Consumers should ensure they have backup plans in place to handle such temporary outages.

12.4. Having a backup plan in the event of loss of electricity supply

- (a) If someone at your premise(s) is dependent on the supply of electricity for critical medical equipment, then they need to have a backup plan in the event of loss of electricity supply.
- (b) Such a plan will be particular to the Medically Dependent Consumer affected and may range from ensuring that a stand-by battery is always fully charged, to relocating to a friend's or family member's premises which has electricity at that point in time, or even calling an ambulance to be taken to hospital

13. CONTACTING WORK AND INCOME

- (a) You are a vulnerable customer if you have told us, or it appears to us that disconnection of energy at your premises presents a clear threat to the health or well-being of you or a member of your household, or if you have mains powered equipment for critical medical support. This could be because of age, health or disability. You can inform us at any time if you are or become a vulnerable customer.
- (b) If ;
 - (i) for any reason we form the honest belief that you are a vulnerable customer and
 - (ii) you do not make regular bill payments and your supply is at risk of disconnection; and
 - (iii) we have provided you with all the assistance we are reasonably able to; and
 - (iv) you are still unable to make your payments,

You authorise us to consult with Work and Income, District Health Boards, private health providers or any other social agency or service provider as necessary.

- (c) We may also maintain your information on a register of vulnerable customers. If, after we have informed you of the opportunity to notify us that you are a vulnerable customer, you have not told us, or it does not appear to us that you are a vulnerable customer, we will assume that you are not a vulnerable customer.
- (d) If you are not a vulnerable customer, you can still agree that we consult with Work and Income, District Health Boards, private health providers or any other social agency or service provider if:
 - (i) you do not pay your invoices regularly and your supply is at risk of disconnection; and
 - (ii) we have provided you with all the assistance we are reasonably able to; and
 - (iii) you are still unable to make your payments.
- (e) If you have nominated a person with whom we can discuss the details of your Account under clause **11.2**.
 - (a) we may also discuss financial assistance with that person.

14. OUR PERFORMANCE COMMITMENTS

- (a) Subject to **14 (b)**, we have set ourselves the following performance commitments for our customers:

- (i) **Invoice queries:** We will respond to your query within 1 working day. However, in some circumstances the time to correct any errors in your invoice or Meter estimates, once notified may require up to ten (10) Working Days.
- (ii) **Generic queries:** We will respond to your query within 1 working day. However, in some circumstances the time to respond to generic queries, once notified may require up to ten (10) Working Days.
- (iii) **Prompt invoices:** Subject to **clauses 7.1. (a)** and **16.4. (a)**, we will send you an electronic invoice for your actual or estimated electricity use at least every month, unless the price plan you choose provides otherwise, or we have agreed otherwise.
- (iv) **New connections:** Time for “livening” standard new connections (i.e. where all necessary equipment is in place, line upgrades or extensions are not required and other requirements are met): twenty (20) Working Days. The time for “livening” other new connections will be as agreed between us and you. If we are not supplying electricity at the commencement of the Contract, we will endeavour to commence supply as soon as possible after commencement.
- (v) **Faults:** Time to send a representative to investigate a fault affecting the supply of electricity to you, once notified: 24 hours. An additional fee may be charged if you need a representative outside our normal working hours. We will inform you of any additional fee before sending a representative. If the fault is found to be internal to your Premises or in relation to your Customer Service Line you will be charged the costs involved in repairing the fault. You will not be charged if the fault is found to be on the Network.
- (vi) **Investigation of power quality:** We will investigate and respond to you within ten (10) Working Days of receiving a complaint from you regarding power quality. If the investigation cannot be completed within five (5) Working Days, we will provide an estimate of the time it will take us to complete the investigation.

If you tell us that you are concerned about voltage, we will install equipment at your Point of Connection to measure voltage sags. Our obligations regarding quality and reliability are set out in **clause 5.1. (a)**. If the voltage is measured at your request and is within the required limits you will be charged the costs involved in measuring the voltage. You will not be charged if your voltage is measured and found to be outside acceptable limits.

- (vii) **Meter reading:** We will respond to your request within 1 working day. However, in some circumstances the time for arranging a final Meter reading may require up to five (5) Working Days.
- (viii) **Complaints:** We will respond to your query within 1 working day. However, in some circumstances the time to investigate a complaint you may make to us about our services may require up to twenty (20) Working Days.
- (ix) **Planned interruptions to supply:** We will communicate the duration of planned interruptions to your supply in accordance with **clause 5.2. (b)** and we will use reasonable endeavours to ensure that any interruption does not continue after its scheduled duration.
- (x) **Unexpected interruptions to supply:** Unexpected interruptions to your supply can happen for various reasons, including if you breach your obligations set out in **clauses 20.1. (c) to 20.1. (e)**. After learning of an unplanned outage on the Network, we will restore your supply within a period of time advised by the Network. We are not liable for any consequential damages caused by unexpected interruptions to supply.

- (xi) **Controlled load management:** If you have a controlled load pricing option, i.e. a price plan that allows the Distributor to remotely control the supply of electricity to some or all equipment in your Premises, some of your electrical appliances (e.g. hot water cylinders and night store heaters) will be switched off from time to time. Controlled load periods will be limited to those set out in our price schedule and we will respond to controlled load system faults within the timeframes set out in **clause 14 (a) (v)**, after you have advised us of the problem.
 - (xii) **Lines services:** We will ensure that equipment used in the provision of Lines Services for delivery of electricity to you will be monitored and maintained in line with good industry practice prevailing in New Zealand.
 - (xiii) **Good industry practice:** In any event, we will ensure that our service standards are consistent with good industry practice prevailing in New Zealand. We will supply electricity in accordance with other codes of practice and relevant industry protocols.
 - (xiv) **Requests that involve additional costs:** where you request a product or service that involves an additional cost, we will advise you of the additional cost at the time you make the request (or provide an estimate).
- (b) We may be prevented from meeting the performance commitments in **clause 14** due to an act, event, omission or accident beyond our control including, without limitation, an act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, fire, flood, earthquake, lightning, storm, significant Grid, generator or Network failure, your acts or omissions or any defect or abnormal conditions in or about your Premises, or in the circumstances set out in **clauses 5.2. (a) (i) to 5.2. (a) (vii)**. In these circumstances, we will meet the performance commitments as soon as reasonably practicable.
- (c) What if you think that we have not met our performance commitments?
- (i) If you think that we have failed to meet our performance commitments, you can make a complaint. We will respond to any complaints and will seek to resolve them in accordance with section 15 below.

15. WHAT IF YOU WISH TO MAKE A COMPLAINT

15.1. Making a complaint

- (a) We are committed to giving you the best possible service. However, if you do have a problem with our service we offer an internal complaints process. We will do our best to put it right as quickly as possible.
- (b) You may contact us at;
 - E: support@poweredge.nz or
 - P: 0508 11 33 22
 - Or you may write to us at
Power Edge
31A Oban Road, Browns Bay, Auckland 0630

15.2. Acknowledgement of your complaint

- (a) We will acknowledge your complaint in writing within two (2) Working Days (excluding time for delivery) and inform you of the steps to be taken to reach a resolution. In some cases, we may ask you to put your complaint in writing to help us better resolve your complaint.

15.3. Handling of your complaint

(a) In handling complaints we will:

- (i) treat any expression of dissatisfaction or concern about a service or good provided by us as a complaint
- (ii) respond to all queries and complaints as soon as reasonably practicable, but in any case before the deadlines specified in this agreement
- (iii) treat complainants courteously and with respect
- (iv) be sensitive to any health, disability or language issues relating to complainants
- (v) interact with complainants and any other person involved in the complaints process (including the Minister) in an open and professional manner.
- (vi) We review our complaints resolution process regularly to make sure it is delivering fair and effective outcomes for our customers.
- (vii) All complaints about your electricity supply should, in the first instance, be made to us. We are responsible for managing and resolving any complaints about goods or services provided by us.
- (viii) Notwithstanding the above clause, unless we have otherwise agreed with a Distributor, all Distributor complaints arising will be referred by us to the Distributor to manage and resolve.

15.4. Referring your dispute to the Utilities Disputes Commissioner.

(a) You may refer your dispute to the Electricity and Gas Complaints Commissioner (EGCC) Scheme if;

- (i) you are unhappy with the way we propose to resolve your dispute
- (ii) your dispute is not resolved within twenty (20) Working Days of receiving it and we have not written to you explaining why we need further time
- (iii) we have reached a deadlock which means the complaint has taken longer to resolve than 20 working days and we have not notified the complainant in writing that we have good reason to extend the time for resolving the complaint and what that good reason is; or it has taken longer to resolve than 40 working days.

(b) The scheme is free and independent.

(c) Contact the office of the Utilities disputes commissioner a;

- Phone 0800 22 33 40 or 04 914 4630
- International phone: +64 4 914 4630
- E: info@utilitiesdisputes.co.nz
- Postal
Utilities Disputes
P O box 5875
Wellington 6140
Freepost 192682
- Office hours are Monday to Friday 8.30am – 5 pm

16. METERS

16.1. Installation and removal of meters

(a) A Meter measures how much electricity you use. Meters are required at your Premises.

(b) Your Meters need to be suitable for the amount of electricity you expect to use and the price plan you are on.

We will choose the appropriate Meters and may upgrade your meter at no cost to you. You will remain responsible for any electrical work or electrical safety certification at your premises. If there is an error in the details, you provide us about your metering needs or the site is not ready when we send an installer to your premises. We may have to charge for the second call out fee. We may waive this charge if the fault is on behalf of the meter provider or the installer part of a promotional or other offer.

- (c) We will cover the cost relating to the installation and the provision of the meter equipment. If there are any associated costs, we will tell you the costs before Meters are installed at your Premises. You will not be charged for any installation costs where we decide to replace Meters or related equipment.
- (d) You must pay all costs relating to the removal of any Meters and related equipment. We may waive or vary these charges as part of a promotional or other offer.
- (e) It is assumed that the electrical wiring and set up within the Premises beyond the Meter are compliant with relevant New Zealand Electrical rules, regulations and code of practice. If we are requested or required by law to address or remedy wiring issues within the Premises beyond the Meter to ensure compliance, you will be charged for any such remedial costs.
- (f) In some cases, it may be necessary to upgrade your Meters if your consumption increases or if you have embedded generation.
- (g) If you do not own your Premises, you must get the owner's permission before any Meter or related equipment is installed or upgraded.
- (h) No matter how it is installed, no Meter is ever a 'fixture'. This means a Meter never becomes part of the Premises. At all times, it remains the property of the Meter owner and you must not allow any security interest to be created over any Meter or related equipment.

16.2. Location and protection of meters

- (a) You must provide a suitable meter-board on which we can install the required Meter or Meters, and which is easy for us to access and has a viewing panel of sufficient size for us to view the Meter registers.
- (b) New buildings must have Meters installed in an easily accessible location. For single unit dwellings, this must be external to the Premises.
- (c) You must, at your expense, take all reasonable steps to protect any Meters and related equipment at your Premises against interference or damage.
- (d) If you could have prevented interference or damage to Meters or related equipment by exercising reasonable care, we may recover from you any costs we incur in repairing or replacing the Meters or related equipment.
- (e) You must ensure that Meters or related equipment are not removed or replaced without our consent.
- (f) You must notify us as soon as possible if you become aware that the Meters or related equipment are damaged, defective or look unsafe.
- (g) If you require a Meter or related equipment to be relocated on your Premises, you must use an Authorised Tradesperson to do this. Please contact us if you need any assistance.

16.3. Meter maintenance and accuracy

- (a) We are responsible for maintaining Meters and related equipment. This includes ensuring that any Meter is accurate within industry standards. The provisions in relation to Meter maintenance and accuracy will comply with relevant Regulations or Industry Standards.
- (b) We may repair, test or replace the Meters or related equipment at any time and you must provide access, as set out in **clause 19.2. (a)**, for us to do so. We will test the Meters within thirty (30) days if you ask us to.
- (c) If we test a Meter, we will inform you of the results of the test on request and if;

- It is faulty and you had no part in causing the fault, we will replace or repair the Meter at our cost
 - It is not faulty and you requested the test, we may charge you our costs for testing the Meter provided that, subject to **clause 16.3. (f)**, we informed you of any extra charge you might incur if we did test your Meter, prior to undertaking this work.
- (d) The process in relation to Meter testing will comply with relevant Regulations or Industry standards.
- (e) We will inform you prior to taking any action on your Meter which may impact on your invoices or result in an extra charge.
- (f) Our obligation to inform;
- (i) does not apply where there is a safety issue, the Meter is fast, slow or has stopped; and
 - (ii) does not apply where we have reasonable cause to suspect that fraud, theft, or Meter tampering, has taken place.
- (g) You are responsible for maintaining the Meter box and board on which the Meters or related equipment are located, together with any fuse board, main switch, internal wiring and the wires that connect your Premises to the Network.

16.4. Meter reading - smart meters

- (a) All Smart Meters at your Premises record electricity usage every half hour by remote meter reading which is in accordance with electricity industry standards and codes of practice for Meter reading. Readings undertaken by us are in accordance with any Regulations or Industry Standards. If you move to new Premises or this contract is terminated under **clause 23.1. (a)**, we require a final Meter reading of your Premises on or before you move to new Premises or before termination of this contract. You must;
- (i) Give us three (3) Working Days' notice of the date on which the final Meter reading will be carried out; and
 - (ii) Allow us access to your Premises in accordance with **clause 19.1. (a) (iii)** to carry out the final Meter reading.
- (b) If you move to new Premises and wish to remain our customer or you become our customer, we require an initial Meter reading of your Premises on or after you move into new Premises or become our customer. We will agree with you how this initial Meter reading is carried out, but if we cannot agree, we will read your Meters. This may need to be carried out in conjunction with installation and/or removal of Smart Meters at your old Premises.
- (c) Should an invoice be based on an estimated reading, you will be given the opportunity to read the meter yourself and give the readings to us. Until we arrange for the meter to be read, we will amend an estimated invoice if you provide a valid meter reading.

16.5. Meter reading – other meters

- (a) If we use standard meters at your Premises, we will record electricity usage monthly in accordance with electricity industry standards and codes of practice for Meter reading. Readings undertaken by us are in accordance with any Regulations or Industry Standards.
- (b) If you move to new Premises or this contract is terminated under **clause 23**, we require a final Meter reading of your Premises on or before you move to new Premises or before termination of this contract. You must:
- (i) Give us three (3) Working Days' notice of the date on which the final Meter reading will be carried out; and

(ii) Allow us access to your Premises in accordance with **clause 19. (a) (iii)** to carry out the final Meter reading

(c) If you move to new Premises and wish to remain our customer or you become our customer, we require an initial Meter reading of your Premises on or after you move into new Premises or become our customer. We will agree with you how this initial M e t e r reading is carried out, but if we cannot agree, we will read your Meters.

Should an invoice be based on an estimated reading, you will be given the opportunity to read the meter yourself and give the readings to us. Until we arrange for the meter to be read we will amend an estimated invoice if you provide a valid meter reading.

16.6. Tampering with Meters

(a) You must not tamper with any Meters or related equipment and, for the avoidance of doubt, 'tampering' includes by-passing Meters. Tampering with Meters is dangerous and may be a criminal offence.

(b) If you are found to be at fault, we will charge you for all reasonable costs incurred in;

(i) Investigating any possible tampering; and

(ii) Any necessary repairs.

(c) If any of your Meters or related equipment have been tampered with;

(i) We will invoice you for the electricity we reasonably estimate you have used

(ii) We may disconnect your Premises under **clause 5.4. (a) (ii)**

(iii) We may terminate this contract under **clause 23.1. (a)** and refuse to reconnect your supply, and

(iv) We may inform the police.

16.7. Other breached of your meter obligations

(a) There are obligations regarding meters that apply to all customers pursuant to **clauses 16.1. to 16.5.**

(b) If you have not complied with these obligations, we will charge you for all reasonable costs incurred in;

(i) Investigating any possible breach

(ii) Any necessary repairs and

(iii) We will invoice you for the electricity we reasonably estimate you have used and

(iv) We may disconnect your Premises under **clause 5.4. (a) (ii)**

(v) We may terminate this contract under **clause 21.1. (a)** and refuse to reconnect your supply.

17. DISTRIBUTOR

- (a) We contract your Distributor to distribute electricity across its Network to your Premises.
- (b) Your Distributor owns, operates and maintains most of the Lines and related equipment in your area up to the point where your Premises connects to its Network.
- (c) We are responsible for making sure that your Distributor meets its obligations to us in distributing electricity to your Premises. The rights of the Distributor under this contract, including clauses 14 to 16 are for the benefit of, and enforceable by, the Distributor in accordance with the Contracts (Privity) Act 1982.
- (d) If you have a problem with your Lines or related equipment, please contact YOUR Network Company/Distributor.

18. DISTRIBUTOR'S EQUIPMENT

- (a) You must not interfere with or damage, and must ensure that your employees, agents and invitees do not interfere with or damage, the Distributor's Equipment, including for a period of six (6) months after termination of this contract (except to the extent that emergency action has to be taken to protect the health and safety of persons or to prevent damage to property). You must also take all reasonable steps to protect the Distributor's Equipment from damage.
- (b) You must, at your cost, provide and maintain at your Premises suitable space for secure housing of any Distributor's Equipment which relates primarily to the connection to the Network of your Point of Connection.
- (c) You acknowledge that:
 - (i) Any part of the Network situated on your Premises is and will remain the sole property of the Distributor
 - (ii) No provision of this contract, or the provision of any service by the Distributor in relation to the Network, will confer on you or any other person any right of property or other interest in or to any part of the Network or any Fittings owned or controlled by the Distributor which are used to provide any such service.

19. ACCESS TO YOUR PREMISES

19.1. Need for access

- (a) We or the Distributor may need access to your Premises to;
 - (i) Turn the electricity supply on or off
 - (ii) Inspect, test, install, operate, maintain, replace, or remove any equipment related to your electricity supply
 - (iii) Read your Meters
 - (iv) Find the cause of any interference with the quality of supply to your Premises or the surrounding area
 - (v) Prevent harm to people or property from equipment for which we or the Distributor are responsible
 - (vi) Clear trees, vegetation or other obstacles from Lines and related equipment if the tree owner fails to do so under the regulations and Code of Practice referred to in **clause 20.2. (a)**
 - (vii) Maintain and protect the operation of the Network
 - (viii) Ensure that your obligations under **clauses 20.1. (a) to 20.1. (e)** are being complied with
 - (ix) Comply with any legal obligations for which access is required
 - (x) Ensure compliance with the relevant Network distribution code
 - (xi) Remove equipment related to your electricity supply or other equipment installed by us for up to six (6) months following the termination of this contract

- (xii) Disconnect and reconnect in accordance with our agreement with the Distributor.

19.2. Your obligations

- (a) When access to your Premises is required you must provide us and the Distributor with access the Distributor may need access to your Premises to;
- (i) That is safe and unobstructed, particularly from any dogs or other animals at your Premises
 - (ii) Any time between 8am and 7pm Monday to Saturday, excluding Public Holidays (unless another time is agreed)
 - (iii) Immediately for scheduled Meter reading, or routine Meter maintenance of which you have been given at least five (5) Working Days' notice
 - (iv) Immediately if required
 - a. To restore electricity supply in your neighbourhood in the event of an unplanned outage
 - b. To prevent harm to people or property from equipment for which we or the Distributor are responsible
 - c. To protect the Network; or
 - d. To deal with any other emergency situation involving the electricity supply; and
 - e. On the condition that any representative of ours or the Distributor has identification and provides it to you to examine on request. You should refuse access to anyone who refuses to show such identification and inform us immediately.
- (b) Except for where you must provide us or the Distributor with immediate access, we or the Distributor will give you written notice under **clause 22. (a)** of our wish to gain access to your Premises.
- (c) Except in routine situations (e.g. reading or inspecting a meter that is located on the outside of a building) or Emergency Situations, before accessing your property, we or a third party will provide written notice to you of;
- (i) when we or the third party will be accessing your property; and
 - (ii) the purpose of accessing your property;
- (d) The notice must be given;
- (i) at least 10 working days prior to entry if we or the third party intends to enter your property to undertake construction, upgrade, repair or maintenance work (or any other time agreed by us or the third party and you); or
 - (ii) within a reasonable timeframe where we or the third party intends to inspect or operate any equipment used in, or in connection with, the generation, conversion, transformation or conveyance of electricity.
- (e) When accessing your property, we and our employees and agents or the third party will;
- (i) take reasonable steps to minimise any direct impacts on your property and any inconvenience to you; and
 - (ii) comply with any of your reasonable requirements (such as, for example, the time of entry, leaving gates as found, driving in a safe manner and taking reasonable steps not to disturb stock, avoiding access through specific areas);

- (f) We or the third party will require our agents and employees, when accessing your property, to:
 - (i) carry identification that shows they are authorised representatives of us or the third party and present this identification on request; and
 - (ii) identify themselves to you before entering your property; and
 - (iii) act courteously, considerately, and professionally at all times;
- (g) We will ensure the secure storage, use of, and return of any keys and/or other security information for your property that is in ours or the third party's possession.
- (h) If any equipment relating to your electricity supply or other equipment installed by us is located behind a locked door or gate, you will need to arrange for us or the Distributor to gain access.
- (i) If we require a key, or other means of access, to your Premises, it will be held, transferred or disposed of in accordance with our policies, which are available by contacting us.

19.3 Our remedies if no access

- (a) If you refuse to provide or you obstruct, We may charge you fees as set out in our fees schedule which is available by visiting our website at www.poweredge.nz;
- (b) We may estimate your electricity use and invoice you in accordance with **clause 7.2. (a)**;
- (c) We or (where access was required by the Distributor) the Distributor may disconnect you under **clause 5.4. (a) (v)** and reclaim its equipment, and/or
- (d) If we or the Distributor reasonably believe that there is immediate danger to persons or property, we, or the Distributor may take reasonable steps to gain access without your permission.

20. YOUR OTHER RESPONSIBILITIES

20.1. Not to interfere with network

- (a) You must not send signals or other communications through the Network.
- (b) If you wish to generate electricity at your Premises and it is possible to send it into the Network, you must obtain your Distributor's prior consent or talk to Power Edge and we may be able to assist in this process.
- (c) You must ensure that the way you use electricity at your Premises does not interfere with the quality of the electricity supplied to others or interfere with the Network. If it does, you must stop the interference as soon as you become aware of it. You will also be deemed to be in breach of this contract if you ought to have become aware of the interference and did not stop it.
- (d) You must comply with the Distributor's Network connection standards. You can obtain a copy of these from your Distributor. Your Distributor's name and contact details are found at www.electricity.org.nz.
- (e) You must ensure that your Premises comply with all statutory and regulatory requirements.
- (f) The statutory and regulatory requirements include Line Function Services safety and technical requirements, and you can access information about these requirements from **your** Distributor.

20.2. Keep lines clear

- (a) We may disconnect supply for safety reasons under **clause 5.4. (a) (xi)** if trees, vegetation or other

obstacles at your Premises are not kept clear of Lines and related equipment. Your rights and obligations in relation to keeping Lines clear are to;

- (i) comply with the Electricity (Hazards from Trees) Regulations 2003 in respect of any trees that you own that are near Lines that form part of the Network or near the Grid (if you are not the tree owner, the obligation under these regulations is on the tree owner). For more information on the Electricity (Hazards from Trees) Regulations 2003, please contact your Distributor;
- (ii) ensure that any trees or vegetation are kept clear of your own Customer Service Line so as not to create an unsafe situation; and
- (iii) comply with clause 17 of the Electricity (Safety) Regulations 2010 in relation to any work near Lines or other electrical equipment or near the Grid. These regulations include a requirement that you comply with the New Zealand Code of Practice for Electrical Safe Distances (NZECP 34:2001).

(b) The Lines that supply electricity to your Premises and the Grid are live. If you touch them, or the bare conductors that connect them to the house, you may be seriously injured or killed. Before you do any work near Lines, arrange with your Distributor to identify any problems or disconnect the supply. You should contact Transpower before doing any work near the Grid. For your own safety, we suggest that you contact a professional tree trimmer before attempting to remove tree branches and vegetation from or near Lines and related equipment. For more information on electrical safety matters, contact the Energy Safety Service (www.ess.govt.nz).

20.3. Increased use

(a) The equipment used to supply electricity to you has a limited capacity. You must inform us if you expect to substantially increase the amount of electricity you use (e.g. if you plan to install a spa pool or other equipment which uses a significant amount of electricity)

20.4. Protection against surges or spikes

(a) Surges or spikes are momentary fluctuations in voltage or frequency and are not treated as interruptions. We are not liable for any consequential damages caused by surges or spikes. We strongly recommend that you install Surge Protection Devices for sensitive equipment like computers, microwaves, video recorders, televisions and other electronic devices. Contact your electrician or manufacturer for information about how to guard against surges, spikes and other fluctuations.

(b) We also recommend that you consider taking out insurance against surges, spikes and other fluctuations or interruptions in electricity supply.

20.5. Connections, disconnections and reconnections

(a) Only a Qualified person may connect, disconnect, or reconnect your Premises to the Network.

(b) If you are making a new connection or asking for a reconnection after six (6) months or more of being disconnected, you need to obtain the appropriate certification from a licensed electrical inspector, or other approved service providers. You must pay any costs associated with certification. Please call us if you would like any advice. Our contact details are set out on page 5.

(c) If you would like your Premises to be permanently disconnected, you must;

- Give us at least four (4) Working Days' notice prior to the date on which you wish to be disconnected; and
 - Allow us access to your Premises in accordance with **clause 19.1. (a) (xi)**
 - we will cease supply as soon as reasonably practicable following your notice of termination while ensuring that disconnection occurs safely.
- (d) If you would like your Premises to be temporarily disconnected (for example to allow you to carry out building work or maintenance to your Premises), you must:
- Give us at least two (2) Working Days' notice of the date on which you wish to be disconnected and reconnected; and
 - Pay any costs associated with the temporary disconnection and reconnection.

20.6. Safety

- (a) Please contact us, or your **Distributor** directly, if you become aware that any equipment relating to your electricity supply is defective, damaged or causing a hazard. Our contact details are set out on page 5. If you do not know how to contact your Distributor, please ask us.
- (b) Your Distributor is responsible for maintaining, repairing, upgrading and replacing the **Network**. You are responsible for maintaining **Customer Services Lines**, (except if and to the extent the Distributor is required to or agrees to those Lines). Please contact us if your Customer Service Line needs to be repaired as we may be willing to provide this service. If we agree to repair your Customer Service Line, we will be entitled to charge for this service and we will advise you of the cost involved before we carry out the repair.
- (c) Please contact us before you demolish or remove any buildings on your Premises, so we can permanently disconnect the power supply from those buildings. Our contact details are set out on **page 5**.

21. LIABILITY AND COMPENSATION

21.1. Consumer Guarantees Act 1993

- (a) The Consumer Guarantees Act 1993 (CGA) applies if you buy electricity or electricity supply services for personal, domestic or household use, not for use in trade or a manufacturing or production process. The CGA therefore applies to both electricity Retailers and Distributors. The CGA gives you the benefit of various guarantees, including;
- (i) That our electricity is of acceptable quality, and is fit for the purposes for which you buy it; and
 - (ii) That we will provide our services to you with reasonable care and skill.
- (b) If we breach any of these guarantees, your rights of redress are set out in the CGA.
- (c) You agree that the CGA will not apply to the extent you acquire electricity and electricity supply services from us for the purposes of a business.
- (d) Nothing in this Contract will limit your rights under the CGA.

21.2. Distributor liability and indemnity

- (a) To the extent permitted by law:
 - (i) All warranties, guarantees and obligations imposed by law on the Distributor to you concerning the electricity supply services provided by the Distributor in relation to this contract are excluded.
 - (ii) The Distributor shall have no liability to you, in contract, tort (including negligence) or otherwise, in respect of the supply of electricity to you under this contract.
- (b) These exclusions do not limit any rights you may have under the CGA.
- (c) You will indemnify the Distributor for any direct loss or damage incurred by the Distributor which is caused or contributed to by your fraud, dishonesty or wilful breach of this contract or that of your officers, employees, agents or invitees.

21.3. Limitation

- (a) If you make a claim, the maximum amount you will be able to recover in respect of a single event or series of events arising from the same event or circumstances will be the lesser of;
 - (i) the direct loss of or damage to physical property; or
 - (ii) an amount which is equal to the amount available to you under the constitution for the Electricity and Gas Complaints Commissioner (EGCC) Scheme.
- (b) This limitation does not limit any rights you may have under the CGA

21.4. On-Sale

- (a) Where you on-sell electricity to an end-user, you will include provisions in your agreement with the end-user equivalent to **clauses 21.1. to 21.3.**

21.5. Other matters

- (a) We and you are both liable for the actions or inactions of our respective officers, employees and agents.
- (b) Our liability to each other under **clause 21.1. to 21.3.** is in addition to any other amounts we may owe each other.

21.6. Compensation from Distributor

- (a) As explained in **clause 17**, we contract with your Distributor to deliver electricity to your Premises. To achieve a better quality and reliability of service for you, we encourage Distributors to give service guarantees.
- (b) As these guarantees are for your ultimate benefit, we will pass on to you, as a credit in your next invoice from us, any payments we receive from the Distributor (less our reasonable administrative costs) for a failure by the Distributor to satisfy any guarantees they give us in relation to its services.

- (c) If we receive compensation (through whatever means) from any third party (not just the Distributor/network company) for losses resulting from the interruption of supply, we will pass on an appropriate portion of that compensation to those customers whose supply was interrupted. If requested by those customers, we will provide an explanation of how the amount passed on was determined.

22. NOTICES

- (a) A notice from us to you emailed to your last known email address, or posted to your last known postal address (if agreed with us) . It is your obligation and responsibility to maintain an internet connection and keep your email address current with us or to keep us informed of your current postal address.
- (b) To ensure you receive the notices we send please update us with your contact details should they change.
- (c) Subject to **clauses 6.4. (a) and 22. (a)** and provided we also comply with **clause 5.2. (b)** where appropriate, we may give you notice by placing a notice in your local newspaper and posting information on our website at www.poweredge.nz to inform you of:
- (i) Any planned interruption or disconnection of electricity supply; or
 - (ii) Any changes to the terms and conditions of this contract.
- (d) Information about a planned interruption can also be accessed via Faults 0508 11 33 22 - available on a 24-hour basis. You can use this number to access information about faults/unplanned interruptions as well as to report faults and to obtain information about planned interruption.
- (e) Notice of any change to our frequency of invoicing under **clause 7.1. (a)**, frequency of Meter reading under **clause 16.4. (a)** or disconnection under **clause 5.3. (a)** will be given under **clause 22. (a)**.
- (f) We are entitled to assume that a notice from us has been received by you:
- (i) The day after it was transmitted to your last known email address; or
 - (ii) On the day after it was published on our website, or the notice appeared in your local newspaper.

23. TERMINATION

23.1. Termination

- (a) Subject to **clause 5.5. (a)**, this contract may be terminated;
- (i) By you contacting us at any time, no notice is required
 - (ii) No early termination fees apply
 - (iii) By you switching to another Retailer
 - (iv) Immediately by you becoming a business customer rather than a domestic customer; or
 - (v) If either of us breach this contract in a material way and the breach is not remedied within

a reasonable time after the party not in breach has given notice of the breach to the party in breach. We will only disconnect/terminate if there are material breaches. We will only disconnect supply/terminate where the material or persistent breach is clearly established and not the subject of a dispute resolution proceeding; or

(vi) If we cease to have an agreement with the Distributor for provision of Line Services in relation to the Network.

(c) On or before termination;

(i) A final meter reading is required in accordance with **clause 16.4. (b)**

(ii) You must contract with another Retailer or you may be disconnected

(iii) If you do not contract with another Retailer, you must stop using electricity and any of our other services; and

(iv) You must pay in full any amounts you owe us.

23.2. Switching from us

(a) If you are switching from us to another Retailer, we will facilitate this on your behalf and the termination of your Contract will be affected in accordance with the current Regulations or Industry Standards relating to switching:

- (i) Please note, we have up to 10 Working Days to process a customer switch. In all cases you must provide us with 3 days' notice requesting a final read;
- (ii) You authorise us to act as your agent in connection with the transfer of any key to, and/or other security information for, your Premises to your new Retailer.
- (iii) We will work with you in all steps to migrate your account as quickly as possible without interruption or penalty, provided that your account is up to date.

23.3. Your responsibilities continue

- (a) Your responsibilities under this contract that are intended to apply after this contract has been terminated will continue until their purpose is served. Some examples include your obligation to pay all amounts you owe us and provide access for us or the Distributor to remove equipment related to the supply of electricity.
- (b) If we have upgraded your electricity meter and installed for free you are obligated to maintain the metering services provided with your MEP for a minimum of 36 months or pay the remaining balance of the installation cost and removal cost of the meter.

23.4. Our responsibilities continue

- (c) Our responsibilities under this contract that are intended to apply after this contract has been terminated will continue until their purpose is served. Some examples include our obligation:
 - a. To pay all amounts we owe you. For example, we may be trading renewable energy on your behalf or we may be required to repay your Bond under **clause 8.3. (a)**
 - b. To return your keys or transfer them to another Retailer.

- c. Where we have upgraded and or installed a meter at our cost at your premises. To transfer the meter lease to your new retailer on fair (standard) market terms.

24. ABOUT THIS CONTRACT

- (a) Subject to **clause 6.4. (a) and clause 22. (c)**, we may change part or all of this contract by giving you at least thirty (30) days' notice under **clause 22. (a) or 22. (c)**, in which we will explain the reasons for the changes.
- (b) This contract replaces any other contract you may have had with us and includes any other document referred to in this contract.
- (c) If any terms or conditions of this contract are ruled invalid in court, it will not affect the rest of this contract.
- (d) You are responsible for paying for the services in this contract and for making sure your contractual obligations are met.
- (e) We can transfer or assign all or any of our rights and obligations under this contract to someone else. We will notify you of such a transfer or assignment in accordance with **clause 22. (a)**. We can also subcontract or delegate all or any of our obligations. If you are not happy with the party performing our obligations, you may switch to another Retailer or terminate this contract. The notice given to you will (in addition to notifying you of the transfer) advise you where you can access contact information of the company your account is being transferred to, and when the transfer will take effect.
- (f) You may not transfer or assign any of your rights or obligations under this contract to another person unless we agree.
- (g) If we have or are likely to have a receiver, liquidator, administrator or other similar officer appointed, we will take all reasonable steps to ensure that you receive continuity of electricity supply.
- (h) If we commit an event of default under paragraph (a) or (b) or (f) or (h) of clause 14.55 of the Code, we permit the Electricity Authority to assign the rights and obligations of PowerEdge to another Retailer; and
- (i) the terms of the assigned contract will be amended on such an assignment to —
 - the standard terms that the recipient Retailer would normally have offered to the customer immediately before the event of default occurred; or
 - such other terms that are more advantageous to the customer than the standard terms, as the recipient Retailer and the Authority agree; and
 - (ii) the terms of the assigned contract to be amended on such an assignment to include a minimum term in respect of which the customer must pay an amount for cancelling the contract before the expiry of the minimum term; and
 - (iii) Power Edge will provide information about the customer to the Authority for the Authority to provide the information to another Retailer if required under Schedule 11.5 of the Code; and
- (i) The terms specified in **clause 19. (h)** are for the benefit of the Authority for the purposes of the Contracts (Privity) Act 1982; and
- (i) will not be amended without the consent of the Authority.
- (j) We have based this contract on the Guidelines (the Electricity Commissions' "Guidelines for Domestic contracts for Delivery of Electricity (Interposed)"). In the event of any conflict between this contract and the Guidelines the Terms and Conditions in this contract will prevail. You can obtain a copy of the Guidelines from the Electricity Authority's website: www.ea.govt.nz.

DEFINITIONS

Account means your customer account with us for the provision of electricity or electricity supply services in respect of your Premises;

Authorised Tradesperson means any person who is authorised under the Electricity Act 1992 to do prescribed electrical work;

Bond means a sum of money we collect from you and hold as security against non-payment by you of our invoices;

Businesses means non-residential consumers with electricity supply including limited liability companies, schools, churches, clubs, societies, partnerships, trusts, maraes, etc.

Codes of Practice has the meaning set out in the Code;

Code means the Electricity Industry Participation Code 2010 as amended and updated from time to time;

Customer Service Line means a line (whether owned by you or a third party or parties) that conveys electricity between the Network and your Premises;

Distributor means a person who supplies Line Services to any other person or persons (and includes the Distributor's representatives or contractors);

Distributor's Equipment means the Fittings and/or Meters owned by the Distributor, the Distributor's agent or any other third party with whom the Distributor has contracted with for the use by the Distributor of such third party's Fittings or Meters which are from time to time installed in, over or upon a customer's Premises;

Electricity Commission means the body continued under subpart 1 of Part 15 of the Electricity Act 1992, and subsequently replaced by the Electricity Authority (EA);

Electricity and Gas Complaints Commissioner (EGCC) provides a free and independent service for resolving complaints about electricity and gas companies.

Electricity Governance Regulations and Rules means the Electricity Governance Regulations 2003, and any other regulations made pursuant to subpart 2 of part 14 of the Electricity Act 1992, and the rules called the Electricity Governance Rules made by the Minister of Energy under section 172H of the Electricity Act 1992 by notice published in the *Gazette*, as may be amended from time to time;

Ethical means our moral obligation to you for transparency and honesty in all our communication with you. To work with you on the best supply and trading relationships and to give you a fair market purchase price in regard any renewable embedded generation traded through PowerEdge.

Fitting means everything used, designed or intended for use, in or in connection with the generation, conversion, transformation, conveyance, measurement, or use of electricity;

Good Industry Practice means the exercise of that degree of skill, diligence, prudence and foresight which would reasonably be expected of a person engaged in the same type of undertaking under the same or similar circumstances in New Zealand at the relevant time;

Grid means the assets used or owned by Transpower for the purpose of conveying electricity;

Guidelines means the Guidelines for Domestic contracts for Delivery of Electricity (Interposed);

Individuals means residential consumers with electricity supply to households, batches, etc.

Lines means works that are used or intended to be used for the conveyance of electricity and includes Customer Service Line;

Lines Services means:

- a. the provision and maintenance of works for the conveyance of electricity; and
- b. the operation of such works, including the control of voltage;

Medically Dependent Vulnerable Customer means a customer who is dependent on electricity for critical medical support (see Vulnerable Customer);

Meter Data Concentrator means a device that aggregates meter data from individual meters.

Meter Data Logger means a device that reads meters every half hour and facilitates a number of value added services.

Meter or Smart Meter means a meter that measures the electricity used and includes all associated wiring and equipment, such as the Meter Data Concentrator;

Network means Lines, equipment and plant owned by the Distributor and used to convey electricity between the Grid and your Point of Connection;

Point of Connection means the point where your Customer Service Line connects to the Network. For most properties the Point of Connection is normally at the property boundary. However, the Point of Connection will vary from case to case and may depend on specific historical facts. For example, the position may be different in respect of the properties which have been subdivided. You should contact us or your distributor if you are unsure where your Point of Connection is;

Premises means the property to which electricity is supplied or is to be supplied to a consumer (including the land and buildings within the boundary of the property);

Public Holidays means Christmas Day, Boxing Day, New Year's Day, 2 January, Waitangi Day, Good Friday, Easter Monday, ANZAC Day, the Sovereign's birthday and Labour Day;

Qualified means legally qualified and also authorised by the Distributor;

Retailer means a person who supplies electricity to another person for any purpose other than for resupply by the other person (and includes us or another retailer and any representatives or contractors of a retailer);

Surge Protection Device means a device designed to protect electrical equipment from voltage surges;

Transpower means Transpower New Zealand Limited or any subsidiary of, or successor to, that company;

Vulnerable Customer is defined in **clause 13 (a)**;

We, us, our means Power Edge Limited (and includes our representatives or contractors);

Working Day means any day of the week other than Saturday, Sunday, and Public Holidays; and

You, your means you; a person who is supplied or who applies to be supplied with electricity by a Retailer and, if more than one person is supplied with electricity by the Retailer, means those people.