

Electricity Standard Terms and Conditions

1 Our arrangement with you

- 1.1 In these terms and conditions, "We" and "us" is used to mean Electricity Direct Ltd, and "You" is used to mean you, our customer.
- 1.2 Our arrangement with you includes these terms and conditions which are subject to all statues and regulations relating to electricity supply and network services. Before accepting you as a customer, we need to check that you meet our acceptance criterion which includes the following:
- (a) You accept these terms and conditions;
 - (b) If required, you must provide us with evidence of your tenancy or occupation at the premises; or
 - (c) If required as discussed under clause 4.0 any bond requirement has been paid.

2 Changes to your arrangement

- 2.1 We may change these terms and conditions, at any time and will provide you with at least 30 days' notice.
- 2.2 If we have provided notices as set out in clause 9 , then even if you did not receive a notice, the arrangement will still be changed.

3 New customers

- 3.1 Our arrangement with you will start from the time when you first receive electricity or any other service which you have requested from us or for which you are responsible. This usually applies from a previous customers' final reading. Receiving electricity or any other services from us constitutes acceptance of these terms and conditions, if you have not already accepted them.

4 Bonds and other payment securities

- 4.1 We may require a bond or other payment security from you, if we are unsure about your creditworthiness. This may be before we accept you as a customer, or at any time if you are unable to establish an acceptable credit record or maintain an acceptable payment record with us. The bond amount will be no more than our assessment of our charges for supplying you with electricity and network services for 2 months.
- 4.2 We will hold the bond money in a separate bank account with our other customer bonds and will not accrue interest.
- 4.3 Your bond or payment security will be released (less any amounts you owe us) if you pay your account on time for 12 months or if this arrangement ends, by us crediting your account or paying to your nominated bank account.
- 4.4 Until the bond or other payment security is released, we may use the bond money or other payment security, to cover any overdue amount.

5 No guarantee of uninterrupted supply

- 5.1 We do not promise uninterrupted electricity supply. However, if your electricity supply is interrupted, we will do our best to restore supply as quickly as possible.
- 5.2 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 this has not already been included in the price we offer you. We will provide an explanation of such compensation if requested.

6 Your responsibilities

- 6.1 You agree:
- (a) To pay our accounts on time, by the 20th of the month following invoice
 - (b) To give us required information that is correct and complete
 - (c) Not to tamper or interfere with any of our meters, lines or equipment, and not to allow anyone else to do so on your premises or property
 - (d) To maintain your own lines on your property;
 - (e) To use electricity safely
 - (f) Never to interfere with anyone else's electricity supply
 - (g) Never to let electricity supplied to your premises or property be used at any other address
 - (h) To allow our meter readers (who will carry proof of identity which you may ask to see) to enter your premises or property, to read the meter, at any time during normal working hours or at any other time arranged.
 - (i) To allow our service people (who will carry proof of identity which you may ask to see) to enter your premises or property to inspect, repair, install, replace, test or remove, any lines or equipment, at any time arranged for such purpose (or if there is an emergency as soon as the relevant people can be there).
 - (j) Not to obstruct or prevent our service people from carrying out work on other properties.

Other responsibilities on you are detailed at relevant parts of these Terms.

- 6.2 Failure to carry out any of your obligations could result in disconnection of supply.

7 Electricity Direct Limited's responsibilities

- 7.1 We agree:
- (a) To supply you with a safe, reliable, and good quality service (but with no guarantee of an uninterrupted supply).

- (b) To repair any faults for which we may be responsible, as quickly as possible.
- (c) To help you resolve any questions or complaints which you may have, about your account with us, or about our service, as quickly as possible

7.2 Please note that supply of electricity to you is dependent on the lines owned and maintained by the relevant lines company (also referred to as a **Distributor**). The building owner is usually responsible for the maintenance of lines within the property prior to your point of supply (at which point you are responsible for the lines).

8 Prices, fees, charging and payment

- 8.1 Our prices are set out in the relevant Schedules which can be obtained on request. Fees and other charges are set out on our website.
- 8.2 Please contact us to set up payment options noted on the invoice which may be by:
- (a) Direct debit; or
 - (b) Online.
- 8.3 If you are a new customer, or have moved to new premises, your first invoice will be based on an actual meter reading, if required.
- 8.4 Our invoice for charges will be sent to you each month and payment due date is provided on the invoice.
- 8.5 Any prompt payment discount offered to you by us will be shown on the invoice. If we do not receive the discounted amount shown on the invoice by the discount expiry date (as also shown on the invoice), you will have to pay the full amount shown.
- 8.6 If any amount owed by you for electricity or network services is not paid by the due date, you should contact us immediately to make a suitable payment arrangement. Otherwise the amount will be treated as being overdue, and your electricity supply may then be disconnected. We prefer to have a satisfactory payment arrangement rather than having to disconnect your electricity supply for non-payment.
- 8.7 Where your electricity supply is disconnected for non-payment, we may charge a disconnection fee and, if supply is later reconnected, a reconnection fee.
- 8.8 Any collection or legal fees incurred by us in relation to charges which are due from you, and any of our costs in relation to dishonoured payments of charges, shall be recoverable from you.
- 8.9 You will be responsible for all costs, including third party debt collection agency costs, of collecting any unpaid invoices or dishonoured payments, for energy or other charges.
- 8.10 We may alter our prices provided we give you at least 30 days' notice. This notice (see paragraph 9) may be a published notice with reasons. If the increase in price is more than 5% or for a fee or charge will have a material effect on you) then we will notify you directly as soon as possible.
- 8.11 We are required to assess your usage on a yearly basis to ensure that you are receiving the correct rate. Where domestic consumers are entitled to a regulated Low Fixed Tariff option and if you fit the criteria for the regulated Low Fixed Tariff, we will advise you of that annually and give you the option of changing your rate. If you are on the Low Fixed Tariff

and we assess that you do not fit the criteria then we may notify you with at least 30 days' notice that your rate will change accordingly.

- 8.12 Fees referred to in these Terms are set out on our website. Where you request a product or service that involves an additional cost not specified on the list of charges on our website, we will advise you of the additional cost at the time you make the request (or provide an estimate).
- 8.13 We will notify you if you are likely to incur a disconnection or reconnection fee.

9 Notices and commitments

- 9.1 All notices required to be provided directly to you will be sent to you at the last address which you have given us:
- (a) Delivered to the address to which you asked us to send invoices; or
 - (b) Emailed to your last known email address, if you have agreed to have invoices delivered in this manner.
- “Notices” in these terms includes invoices.
- 9.2 All notices will be sent to you, depending on the nature of the notification:
- (a) Delivered to the address to which you asked us to send notices; or
 - (b) Emailed to your last known email address, if you have agreed to have notices delivered in this manner; or
 - (c) Noted on your invoice; or
 - (d) Published on our website.
- 9.3 To ensure you receive notices we require you to update us with your contact details should they change.
- 9.4 We are entitled to assume that a notice from us has been received by you:
- (a) Three (3) days after it was posted to your last known postal address;
 - (b) The day after it was transmitted to your last known email address; or
 - (c) On the day after it was published on our website.
- 9.5 Invoices will be sent every month containing an actual or estimated usage for the previous month, unless we agree otherwise. The invoice will include sufficient information to enable you to check the invoiced amounts, including the quantity and cost of electricity supplied (or estimated to be supplied) and any other fees and services. We shall be entitled to assume that any invoice delivered or sent to you has been received by you within 3 days after it was posted to you or on the day after it was transmitted to your last known email address.
- 9.6 Invoice queries will be addressed or responded to immediately. If we are unable to resolve your issue immediately we will advise the reason and provide a reasonable timeframe that resolution can be made. If we make an error and charge an incorrect amount, then when we become aware of it we will refund or credit any amount overcharged or invoice you any

underpayment.

- 9.7 If we send you a late invoice, and you are not responsible for lateness, then if it is more than two months late, you will have at least the length of time of the invoiced period to pay it if you request it; and if it is more than three months late, we will negotiate an appropriate payment term. No interest will be payable on late or incorrect bills (provided you are not responsible for lateness e.g. by not providing us with an updated billing address).
- 9.8 Time for livening standard new connections (i.e. where all necessary equipment is in place, line upgrades or extensions are not required, application of supply has been completed and other requirements are met): twenty (20) Working Days. The time for livening other new connections will be as agreed between us and you.
- 9.9 We may need to access your property in order to carry out our rights and responsibilities under this arrangement and/or our legal and regulatory requirements. This may include for reading your meter, connecting or disconnecting supply, installing, maintaining, upgrading or replacing equipment, or investigating any matter concerning the supply or safety of electricity). If we require access to your property, except in routine situations (such as, for example, reading or inspecting a meter that is located on the outside of a building) or emergency situations, before accessing your property, we will provide written notice to you of the purpose and when we will be accessing your property at least 10 working days prior to requirement to access property. You may be required to turn off the electricity supply to enable access for these purposes. You agree to provide us (and the distributor and metering company) with safe and unobstructed access to your premises to enable this. This includes ensuring that any dog is under control and that there are no obstructions to access.
- 9.10 If you do not provide access then if we are required to return to your property, we may charge for any callout fees. Failure to provide access as required by these terms will be a material breach.
- 9.11 When we access your property we will require our employees, contractor's or agents who access your property to present suitable identification and identify themselves to you, and act courteously and professionally. We will try to minimise any inconvenience and direct impacts on you and comply with your reasonable requirements (such as leaving gates as found) that you have notified us about.
- 9.12 If we are not supplying electricity at the commencement of the Arrangement, we will endeavour to commence supply as soon as possible after commencement.

10 Estimates of electricity usage

- 10.1 We may estimate the electricity supplied to you and charge you on this basis for up to 3 months in a row (or longer if we are unable to read the meter at your premises). When this is done the invoice will be marked "E" or similar.
- 10.2 In estimating usage, we may take into account your use of electricity over similar periods, making adjustments as appropriate.
- 10.3 When you receive an invoice based on an estimate, you may still pay for the exact amount of electricity you have used. To do this you must read the meter at your premises and advise us of the reading. We will then send you a new invoice (unless we believe that your reading is

not correct).

11 Ownership and responsibility

- 11.1 You own and are responsible for the electricity you use from the point of supply. A point of supply is any point at which your lines, fittings, and equipment connect to a circuit breaker, switch, fuse, or other isolating device on the line network. If you are unsure where your point of supply is, please contact us and we can advise you.
- 11.2 Ownership of electricity meters and metering equipment remains at all times with Electricity Direct Ltd unless otherwise agreed.
- 11.3 You are responsible for maintaining, in safe condition and operation, all lines, fittings and equipment (other than any owned by us) on your side of any point of supply (i.e. in or from your premises up until the point of supply) for your premises. We can advise on whether any such lines, fittings or equipment belong to us. This responsibility means you must ensure that there is no interference (such as from trees or structures) with the lines, fittings and equipment you are responsible for.

12 Metering and lines

- 12.1 We are responsible for installing and maintaining metering equipment for each point of supply at your premises and will install or require that the body corporate or building owner installs arrange for installation of such equipment where required, and you consent to this (and if you do not own the property you will obtain the property owner's consent). You must provide us (and the metering company and any other third party that owns equipment on your property) a safe and accessible space for metering and any other necessary equipment to be installed if required. You may not provide or install meters yourself without our written consent.
- 12.2 We are entitled to assume that the electrical wiring and set up within the premises beyond the meter are compliant with the relevant NZ Electrical standards, regulations and codes 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 any remedial costs.
- 12.3 Where there is more than one meter for any point of supply, we will make arrangements with the other meter owner as to which of the meters is the primary meter.
- 12.4 We will try to read the meter at your premises at least once every 2 months. If the meter or any equipment related to the supply of electricity under this arrangement is located behind locked doors or gates, you must provide us with a key, which we are responsible for keeping secure. We will destroy it at the end of this arrangement (unless you request us to return it to you).
- 12.5 We will only attend your premises to read the meter during normal business hours, unless you make other arrangements (for which a fee may be charged).
- 12.6 If we cannot get entry to your premises or property for any reason, we may assess the electricity supplied to you and charge an interim account on this basis. The costs of making this interim account will be charged to you.
- 12.7 You agree that we may replace the existing meter at any time with an advanced or smart meter and you will (if you do not own the property) obtain the property owner's consent to this. We won't charge you for this installation except where your property requires remedy or repair to enable such installation, in which case we can require you to address such issues

or to pay for such remedy or repair.

13 Meter maintenance and accuracy

- 13.1 We are responsible for maintaining meters and equipment. This includes ensuring that any meter is accurate within industry standards and complies with relevant Regulations and Standards.
- 13.2 We will check and test your meter within 30 days if you make a request. There will be no charge if the meter is found to be inaccurate. If the meter is found to be accurate, then a meter test fee may be charged.
- 13.3 Where the meter is found to be inaccurate, and you have been overcharged for electricity, we will credit your account with us with the amount of any overpayment on the next invoice.
- 13.4 If you have been undercharged, we may add the amount of the underpayment to your next invoice unless, in our view, you could not have been expected to notice the inaccuracy or we accept that it would be unfair to recover the underpayment

14 Tampering with meter, lines or equipment

- 14.1 If we find or suspect tampering with a meter or lines or equipment at your premises, we may disconnect your electricity supply unless you can show to our reasonable satisfaction that you did not know about the tampering, and no-one you are responsible for knew or was involved.
- 14.2 If your electricity supply has been disconnected because of tampering or suspected tampering, and we decide to reconnect the supply, we may charge a reconnection fee along with any costs of repairing or replacing the meter, or the lines or equipment. We may also charge you for electricity, which we believe you should have paid for, if the meter, or the lines and equipment, was tampered with.

15 Electrical safety

- 15.1 Before we connect any new installation, or one that has been switched off for more than 6 months, we need to see the certificate of compliance. This is issued under the Electricity (Safety) Regulations 2010 to make sure the installation is safe.
- 15.2 If you do not have the certificate of compliance, we can arrange the inspection and certification for you. We charge a fee for this service.
- 15.3 If we think any lines, fittings, equipment, installation, or appliance at your premises, or your property, may be unsafe, we may carry out immediate disconnection. We will endeavour to notify you immediately of disconnection occurring, and if we can't, we will notify you as soon as practicable.
- 15.4 If we think any lines, fittings, equipment, installation, or appliance at your premises may not comply with any legal requirement we may disconnect your electricity supply. Before disconnecting your supply we will give you as much notice as is practical.
- 15.5 Following any such disconnection, we will not resume electricity supply until you have taken all steps which we consider necessary to make the lines, fittings, equipment, installation, or appliance safe, and so that there is compliance with our requirements and with any legal

requirement.

- 15.6 You must comply with all applicable laws and regulatory requirements, including safety and technical requirements, and any reasonable requirements of the Lines Company or (if different) owner of the lines including instructions from the Lines Company or other lines owner in relation to safety of any person or property.
- 15.7 You are responsible for ensuring that any equipment supplied by us (or a third party on our instruction) is not sold, moved, used as a security and does not become a fixture or fitting of the property.
- 15.8 If you want to switch off your mains electricity for more than a day, please notify us.
- 15.9 You need to tell us immediately if the meter or any other equipment is damaged or appears to be faulty or have been tampered with.

16 Unplanned supply interruptions

- 16.1 Your electricity supply may be interrupted by us or the distributor:
- (a) For any reasons beyond our control.
 - (b) For safety reasons, or to protect the line network or any system we use to obtain electricity, or because of an action taken in the national interest.
 - (c) To comply with instructions from the Distributor, Transpower, the Electricity Authority or any regulatory Authority.
 - (d) So that maintenance, repairs and works can be carried out.
 - (e) To upgrade the quality of supply to your premises or surrounding area and to connect new customers that depend on the same network assets as you.
 - (f) For health and safety reasons.
 - (g) To preserve security of supply generally in order to:
 - i. prevent unexpected short term overloading of the Network;
 - ii. prevent voltage levels rising or falling outside statutory requirements;
 - iii. preserve the security of the Network or avoid or mitigate damage to the equipment of any person connected to the Network;
 - (h) 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
 - (i) 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.
- 16.2 Where we or the distributor (where the distributor has notified us within a reasonable time frame) have planned to interrupt your supply, we will give you at least 4 days' notice of the time and expected duration of the outage, either by mail, or public notice.
- 16.3 If it is not practical to give you 4 days' notice, we will try to give you as much notice as is

practical. There may be cases where no notice can be given.

- 16.4 If your supply is as a result of an unplanned interruption for any reason we will restore your supply as soon as reasonably practical following that interruption.

17 Faults and supply quality

- 17.1 If you suspect a fault, have issues with the quality of supply or consider there is a safety issue you can contact us through the numbers provided under clause 29. Alternatively you can contact the building manager.
- 17.2 Faults will be attended to depending on their nature within 24 hours.
- 17.3 If an investigation of power quality is required, we will respond to any request within five (5) 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.
- 17.4 If you tell us that you are concerned about voltage, we will install equipment at your Point of Connection to measure voltage sags. 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.
- 17.5 Time to investigate a complaint you may make to us about our services is to be no more than twenty (20) Working Days.

18 Sensitive equipment

- 18.1 If you have sensitive equipment (for example, computers or other electronic equipment), or a special need for a continuous, non-fluctuating supply of electricity, you are responsible for making the necessary arrangements to protect your equipment or meet your special needs. You should consider installing protective devices (such as surge protectors), back up devices and/or arranging insurance covering damage from fluctuations or making other arrangements to secure supply and/or protect equipment.
- 18.2 You are responsible for arranging insurance to cover you for any damage or loss which you may suffer due to any failure or interruption of your electricity supply.

19 Vulnerable and medically dependent customers

- 19.1 We will comply with the Electricity Authority Consumer Care Guidelines in relation to medically dependent and vulnerable consumers. To do this we need you to tell us if:
- (a) If, for domestic customers, disconnection of electricity at your premise presents a clear threat to the health or well-being of you or someone in your household because of age, health or disability and/or it is genuinely difficult for you to pay your electricity bill due to severe financial insecurity (Vulnerable Consumer); or
 - (b) You or another person normally resident in your household is dependent on mains electricity for critical medical support, and loss of electricity may result in loss of life or serious harm (Medically Dependent Consumer).
- 19.2 Please tell us if you think you are a vulnerable consumer or medically dependent consumer. If you have not told us you are a vulnerable or medically dependent consumer it does not appear to us that you are one) then we will assume you are not one. You must tell us if you

or the relevant person in your household stops being a vulnerable or medically dependent customer (including if that person is no longer in your household).

- 19.3 If you believe you or anyone else normally resident in your household is a medically dependent customer, you must
- (a) provide us with a completed “Notice of Potential Medically Dependent Consumer Status” notice (also called an **HP Notice**) signed by your health provider (which we may ask you to confirm by providing us with supporting evidence from an appropriate health provider, no more than once a year or where we would otherwise disconnect you) ; and
 - (b) have an emergency response plan to manage any outage.
- 19.4 If for any reason we form the honest belief that you are a Vulnerable or Medically Dependent Consumer, and
- (a) you do not make regular bill payments and your supply is at risk of disconnection; and
 - (b) we have provided you with all the assistance we are reasonably able to; and
 - (c) you are still unable to make our payments;
- you authorise us to consult (and give information about you and your account to) with Work and Income or any other social agency or service provider as necessary to discuss payment options. If you or someone in your household is a verified medically dependent consumer, we will not disconnect you for non-payment of supply.
- 19.5 If you are not a Vulnerable or Medically Dependent Consumer, you agree that we can consult with Work and Income if:
- (a) you do not make regular bill payments and your supply is at risk of disconnection; and
 - (b) we have provided you with all the assistance we are reasonably able to; and
 - (c) you are still unable to make your payments.
- 19.6 If you have nominated a person with whom we can discuss the details of your Account we may also discuss financial assistance and payment options with that person.

20 Personal information

- 20.1 We will collect, hold and use personal information about you in accordance with the Privacy Act 2020 and our Privacy Policy, which can be found on our website electricitydirect.co.nz. Personal information includes information about your account. You are responsible for ensuring that personal information you have provided to us is accurate and is kept up to date, so if it changes (including any change in your contact details) please let us know. You are entitled to request access to your Personal Information and if you believe it is wrong, you can request that it be corrected. We will correct any of this information if you show it to be wrong.

21 Disconnection and resumption of supply

- 21.1 Your electricity supply may be disconnected, with prior notice, without our arrangement with you coming to an end, for the following reasons:
- (a) Non-payment for electricity or network services supplied that relates to an invoiced amount. For interim invoices, we will not disconnect your supply for non-payment unless you have unreasonably prevented us from reading your meter.
 - (b) Tampering.
 - (c) If we are denied access to your premises or property where we reasonably suspect tampering or have not been able to read the meter for more than 3 months.
 - (d) If you do not provide a required bond or other payment security when requested
 - (e) If you ask to have supply disconnected.
- 21.2 Before disconnecting (except if you have requested disconnection or for any of the reasons noted in 22 below),
- (a) We will give you between 7 and 14 days' notice in writing of the intention to disconnect. Notice of disconnection will be posted to your address.
 - (b) A further attempt will be made which may include attempting to contact by phone (outside business hours if necessary), email or using information provided by you to contact other authorised persons by you.
 - (c) We will also attempt to give you a final warning 24 hours before disconnection.
- 21.3 The disconnection notice will specify the timeframe within which the disconnection will take place.
- 21.4 Disconnection will occur on a working day that is not a Friday or the day before a public holiday unless you have requested it.
- 21.5 A disconnection fee may be charged when your supply is disconnected.
- 21.6 If we disconnect your electricity supply, and later agree to reconnect it, we may require one or more of the following:
- (a) A reconnection fee;
 - (b) A bond (or any increase in the amount of any bond already held), or some other payment security.
- 21.7 In the event of reconnection we need to be provided with assurance that either someone is present on the premises or all appliances have been disconnected to ensure safety for you and your property.
- 21.8 Only a qualified and authorised (by us) person may connect, or reconnect your premises.

22 Disconnection for other reasons

- 22.1 You may also be disconnected without prior notice for a material or persistent breach of your arrangement with us, which includes:
- (a) *Theft*: There is reasonable evidence of electricity theft;
 - (b) *Willful Damage*: There is reasonable evidence of willful interference or damage by you to any equipment relating to the supply of electricity to your Premises;
 - (c) *Generation*: You generate electricity at your Premises and send it into the

- Network without the Distributor's prior consent;
- (d) *Use of Lines:* You send signals or other communications through the Network that have not been agreed or are unlawful;
 - (e) *No access:* Over two (2) consecutive occasions you prevent us or the Distributor from coming onto your Premises (for reasons other than to obtain a meter reading);
 - (f) *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;
 - (g) *Application criteria:* You move into Premises we supply and apply to join us, but do not meet our application criteria;
 - (h) *Emergency access:* If you deny immediate access to your Premises for us or the Distributor.
- 22.2 We will only disconnect or terminate for a material or persistent breach if we consider the material or persistent breach is clearly established, is not the subject of a dispute resolution process and (if capable of remedy) you have not remedied it following reasonable notice from us.
- 22.3 We may also disconnect, without prior notice, in any of the following circumstances:
- (a) *End of arrangement:* This arrangement is terminated and you are still consuming electricity;
 - (b) *Network requirement:* There has been an occurrence, or there are circumstances, that may adversely affect the proper working of the Network or transmission system;
 - (c) *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;
 - (d) *Lines Company termination:* The Lines Company or other lines owner arrangement with us ends and we do not have a satisfactory alternative arrangement in place.

23 Supply arrangements

- 23.1 Unless terminated your arrangement with us will continue to apply for as long as you remain our customer (have occupancy or are a tenant), regardless of whether you change your address.
- 23.2 If our arrangement with you ends, some terms of the arrangement which, in our view, may sensibly still apply, shall continue to have effect until the purpose is served.
- 23.3 If any of the terms of our arrangement with you cannot be enforced, that will not affect the other provisions, which will remain binding.
- 23.4 You may not assign or transfer to anyone else any of your obligations or responsibilities under our arrangement with you.

- 23.5 Only the person that the arrangement is with is authorised to discuss your account or other matters with us, unless you have nominated one or more persons to act as an authorised contact (which means you agree to us discussing matters under this arrangement with them and providing them with information we hold about your account). We may contact an alternate contact if we need to notify or discuss a matter under this arrangement. Even if you have an alternate contact, you are still responsible for the obligations under this arrangement (including payment) and for any decisions made by the alternate contact.
- 23.6 We may assign or transfer our rights and responsibilities under our arrangement with you to another party, but if we do this, we will give you written notice.
- 23.7 We may also subcontract or delegate the performance of any of our responsibilities under our arrangement with you, to any other party.

24 Termination

- 24.1 If you do not meet your responsibilities under your arrangement with us, written notice will be sent to you explaining what is wrong, what needs to be done, and when it must be done by.
- 24.2 If you do not comply with such a notice, we may then end our arrangement with you by sending another notice to you. The ending of the arrangement shall not release you from any outstanding obligations to us.
- 24.3 Please advise us if you want to end of this arrangement. Our charges will stop at the time you arrange (if by that time there has been a final meter reading and you have stopped receiving electricity and/or network services from us), and your arrangement with us will then come to an end when any outstanding amounts due to us have been paid.
- 24.4 We will cease supply as soon as reasonably practicable following instruction from you that you wish to terminate.

25 Moving premises

- 25.1 If you are moving, you must give us at least 2 working days' notice and arrange access for a final reading of the meter at the address you are leaving.
- 25.2 You also agree to give us your new address, or forwarding address, before you move.
- 25.3 If you move premise within the same complex there may be fees associated with the disconnection of your previous premises and the reconnection of the new premises. We will still require a final read from your vacated premise and may require an initial read from your new premise.
- 25.4 A change between premises within the same complex may require you to terminate your existing arrangement and enter into a new arrangement

26 Complaints and disputes

- 26.1 If you are unhappy with our service or the way we have dealt with any issue under our arrangement with you, you may make a complaint to us. Complaints can be made either in writing or by phone to the contact details provided in clause 29. Our complaints process is free for you to access and use. We may refer your complaint to the relevant lines company or meter owner (if that is not us) if we consider that is appropriate.
- 26.2 If you have made a complaint about charges and services for electricity and/or network,

your electricity supply will not be disconnected for non-payment for the period of the disputed amount. All other due amounts, those outside of the period of the dispute must continue to be paid according to the payment requirements in clause 8 or may result in disconnection.

- 26.3 After a complaint about charges is resolved, any amount found due to you will be credited to your account with us, immediately.
- 26.4 If, however, an amount is found to be due to us, you agree to pay that amount within 10 business days of the finding. If you do not do so, the amount will be treated as overdue, and your electricity supply may be then disconnected.
- 26.5 If you are not happy with the way we have dealt with your complaint, or if it has not been resolved within 40 Business Days, then you may refer your complaint to Utilities Disputes Ltd to attempt to resolve (www.utilitiesdisputes.co.nz or 0800 22 33 40). This does not affect your ability to take the complaint to the Disputes Tribunal or the Courts.

27 Compensation and liability

- 27.1 If through negligence we cause physical damage to your premises or property we will pay to the owner or owners of the property damaged the reasonable costs of repair and of replacing any item (repair or replacement at our discretion) up to a maximum of:
- (a) \$10,000.00 for any single event or any series of related events.
 - (b) \$50,000.00 in any 12 month period, for all events or series of related events.
- 27.2 To the extent permitted by law, we will not be liable to you for any loss or damage except as provided in clause 27.1, (whether direct or indirect, special or consequential, pecuniary or non-pecuniary) due to negligence, breach or otherwise, caused by us or our agents or contractors.
- 27.3 If for any reason it is held that the limitation of liability in clause 27.2 cannot be relied upon in any case, then our liability to you shall be limited as far as legally possible to:
- (a) \$1000.00 for any single event or series of related events
 - (b) \$5000.00 in any 12 month period, for all events or series of related events.
- 27.4 The Consumer Guarantees Act 1993 (CGA) applies if you buy electricity or electricity supply services for personal, domestic or household use. 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.
- 27.5 If applicable, the CGA gives you the benefit of various guarantees, including:
- (a) That our electricity is of acceptable quality, and is fit for the purposes for which you buy it; and
 - (b) That we will provide our services to you with reasonable care and skill.
- 27.6 If we breach any of these guarantees, your rights of redress are set out in the CGA. Where the CGA applies to you (i.e. where you are acquiring electricity other than for business purposes) then nothing in this Arrangement will limit your rights under the CGA.
- 27.7 The Lines Company (and any other code party under the Electricity Participation Code) excludes all warranties, guarantees and obligations to you to the extent permitted by law.

28 Rights of Electricity Authority under the Code

- 28.1 If we commit an event of default (as defined in the Code) then notwithstanding anything else in this Agreement it is agreed that the Electricity Authority (**Authority**) shall have the right to:
- (a) assign our rights and obligations under this Agreement to another retailer;
 - (b) amend the terms of the assigned Agreement to:
 - (i) the new retailer's standard terms or such other terms as the new retailer and the Authority agree, provided that such amended terms are more advantageous to you than the retailer's standard terms;
 - (ii) include a minimum term in respect of which you must pay an amount for cancelling the assigned Agreement before expiry of such.

You acknowledge that we may provide information about you to the Authority or to another retailer if required as part of a transfer or otherwise under the Code.

- 28.2 You acknowledge that we may assign our rights and obligations to another retailer.
- 28.3 This clause 28 is for the benefit of (and enforceable by) the Authority for the purposes of subpart 1 of Part 2, of the Contract and Commercial Law Act 2017.

29 Contact details

- 29.1 Please use the contact details below if you need to get hold of us.

Mail: Po Box 91 840, Victoria Street West Mail Centre, Auckland 1142

Phone: General Inquiries 09 532 7027
 Accounts 09 532 7027

Faults or emergencies please contact your building manager or dial 111 if there is a threat to person or property.

Emails: office@edl.co.nz

Website: www.electricitydirect.co.nz

- 29.2 Complaints: EDL@complaints.net.nz

Should you need to contact Utilities Disputes Ltd, please phone 0800 22 33 40, or email info@utilitiesdisputes.co.nz.