

# Solar Buddy™ programme terms and conditions for buddies

## 1. Introduction

- 1.1 The Form and these special terms and conditions are in addition to, and form part of, our Customer Service Agreement and apply to customers who have registered to be a 'buddy' under our Solar Buddy™ programme.
- 1.2 The Solar Buddy™ programme allows you, as a buddy, to purchase electricity supplied to you by us up to the Specified Volume at an agreed unit price.
- 1.3 The Form and these special terms and conditions govern the relationship between us relating to your purchase of electricity under the Solar Buddy™ programme. These terms and conditions will prevail if there is any conflict or inconsistency between them and the Customer Service Agreement.

## 2. Supply of exported solar power by us to a buddy

- 2.1 You may purchase electricity under the Solar Buddy™ programme provided that:
  - (a) you have applied to be registered, and have actually been registered, or we have registered you as a buddy if you are eligible;
  - (b) the Seller continues to be registered as a seller under the Solar Buddy™ programme;
  - (c) your premises are connected to a network where we are a retailer of electricity;
  - (d) we supply electricity to you as our customer under our Customer Service Agreement; and
  - (e) you have not been removed as a buddy by the Seller or Trustpower.
- 2.2 We may apply, at our discretion, certain eligibility criteria on the registration of Sellers and Buddies under the Solar Buddy™ programme. For example, we may require that a Buddy can be supplied by only one Seller, and/or that a property registered as a Buddy cannot also be registered as a Seller (and vice versa).
- 2.3 In each month that the above requirements continue to be satisfied and/or while we continue to offer the Solar Buddy™ programme, we will supply to you, at the selling rate:
  - (a) the percentage of the Seller's exported electricity volume specified by the Seller to be received by you, up to the Specified Volume; or
  - (b) the relevant block of electricity, or part block of electricity, up to the Specified Volume, exported by the Seller based your priority position specified by the Seller.

### Example

If you are to be provided with 25% of the Seller's exported volume of electricity per month and the Seller exports 100 kWh in a month, you will be supplied with 25 kWh at the specified selling rate, up to the Specified Volume.

If you are specified by the Seller as being "priority 2" and the Seller exports 100 kWh of electricity in a month, you will be supplied with 50 kWh (being the Specified Volume) at the selling rate. If the seller only exports 75 kWh in the relevant month, you will be supplied with 25 kWh at the selling rate.

## 3. Fees and charges

- 3.1 In the monthly account we send you for payment, while you remain a buddy of a Seller under the Solar Buddy™ programme, the fee payable for the electricity we supply you under the Solar Buddy™ programme will be charged at the selling rate. The balance of the electricity supplied to you will be charged in accordance with our applicable charges. We may do this by giving you a credit for the difference between our applicable charges and the selling rate.
- 3.2 In the event that it is not possible for us to determine the details of the quantity of surplus electricity supplied to us by the Seller for any reason and / or the quantity of electricity supplied to you, including due to any failure or inaccuracy in any metering equipment, or where there is a dispute over the calculation of your surplus electricity or the electricity supplied to you, then the quantity supplied by the Seller to you in a month will be determined by us by reasonable estimate.
- 3.3 The payments we make for electricity under Solar Buddies may be processed and applied on a different cycle to your monthly bill. For example, we may need to carry Solar Buddy credits forward to future bills for reasons including, but not limited to, meter reading cycles and processing delays.

## 4. Termination of Solar Buddy™ programme

- 4.1 If you no longer wish to participate in the Solar Buddy™ programme as a buddy for whatever reason, you must provide us with five working days' notice of this. Termination will occur at the end of the next billing period after the end of the five working day notice period.
- 4.2 Trustpower may terminate the Solar Buddy™ programme, or your participation as a buddy at any time on two months' written notice to you. The Seller may terminate your participation as a buddy of the Seller at any time on five working days' written notice to Trustpower. Upon such termination, these special terms and conditions will no longer apply.
- 4.3 Trustpower will not be required to supply you with electricity under the Solar Buddy™ programme if you do not comply with any of your obligations under these special terms and conditions or under our Customer Service Agreement but this does not affect our respective rights under the Customer Service Agreement.

## 5. Definitions and interpretation

- 5.1 Clause and other headings must be ignored in construing these special terms and conditions and references to the plural include the singular and vice versa. In these special terms and conditions, Trustpower, we, our, or us are used when referring to Trustpower Limited (or any assignee), and we say you when referring to you, our customer.
- 5.2 Unless specified otherwise, terms defined in the Customer Service Agreement and used in these special terms and conditions have the same meaning as given to those terms in the Customer Service Agreement.
- 5.3 In these Solar Buddy™ terms, the following terms have the following meanings:
  - "Customer Service Agreement"** means Trustpower's standard customer service agreement for the supply of energy to its retail customers, as amended from time to time.
  - "Form"** means the Solar Buddy™ programme registration form for buddies to which these special terms and conditions are attached.
  - "Seller"** means the Trustpower customer identified in the Form as the seller.
  - "Selling rate"** means the price specified in the Form at which the Seller will sell their exported electricity to you.
  - "Specified Volume"** means the maximum quantity of electricity which may be supplied to you in each month pursuant to the Solar Buddy™ programme as specified in the Form.