

Full terms for your power & gas

This brochure includes your
Customer Service Agreement

Effective 4 October 2022



We deliver better value utility bundles in a way that enables people to easily enjoy their evolving lifestyle.

We're here to help, simply call us on **0800 87 87 87.**

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Welcome to Trustpower

This Customer Service Agreement contains the agreement between you and Mercury NZ Ltd trading as Trustpower.

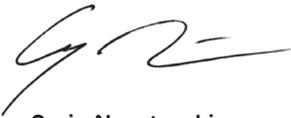
It describes our commitment to provide you with a safe and reliable energy supply. It commits us to a professional and efficient service delivered in a fair and caring way.

It also sets out the responsibilities you have in return. Please read it through, and then keep it in a safe place. This agreement also sets out the requirements of your local network owner. You'll find we've included important information on other services you may need. Of course, if there's anything here that seems unclear, or if there's any question you want to ask, please call us **on 0800 87 87 87**.

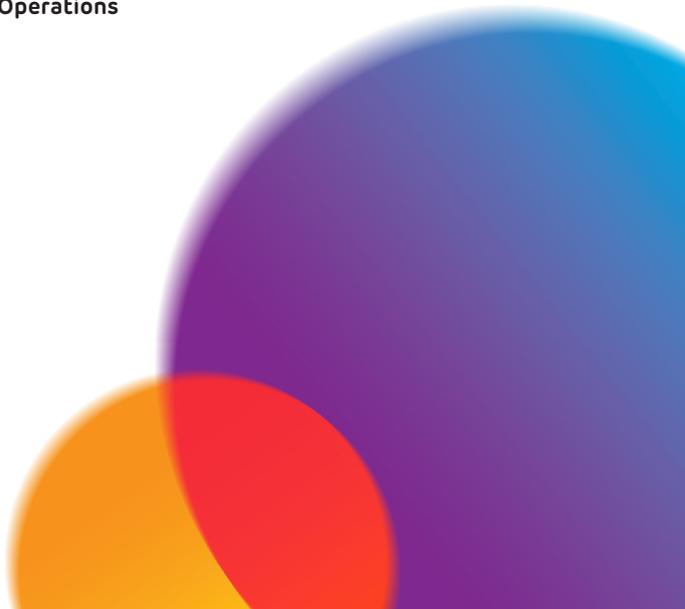
We also have information and useful advice on our website.

Please visit **www.trustpower.co.nz**

We're here to help.



Craig Neustroski
General Manager, Commercial Operations



1. Getting started

Introduction

- 1.1 These terms and conditions, applicable pricing plans, and any agreed special terms, together are our agreement with you and apply to our supply of energy to you. The special terms (if any) will prevail if there is any conflict or inconsistency between them and these terms and conditions.
- 1.2 This agreement commences from the earlier of the date that we accept you as our customer, you first use energy supplied by us or the date determined by the relevant switching process regulations and rules. You will only be liable for charges from the date this agreement commences.

Becoming our customer

Making an application

- 1.3 You may become our customer by making an application in a number of ways, including:
 - (a) in writing or online; or
 - (b) communicating with us or one of our authorised agents.

Accepting your application

- 1.4 We may choose not to accept your application if:
 - (a) you fail to meet any of our criteria (for example, not meeting our payment criteria or not providing us with all information we need to set up your account); or
 - (b) you or someone at your premises has a debt owing to us from a previous account.
- 1.5 Where you set up a new account with us, we may transfer to your new account any debt (including any collection and legal costs) owing to us by you (whether solely or jointly with any other person) from a previous account.
- 1.6 We may require you to enter into special terms if we consider this necessary.
- 1.7 There may be a service fee applicable for establishing your account.

Joint customers

- 1.8 More than one person may wish to be named as our customer. In this case, each person who is named on the account has all of the rights, obligations and responsibilities set out in this agreement.
- 1.9 You must notify us if you no longer wish to be a joint customer. We may elect to terminate this agreement with respect to the outgoing customer or require the remaining customers to enter into a new agreement, or both. If you remain

an account holder and energy is consumed at the premises after you leave, you will remain liable to us.

Switching to us from another energy supplier

- 1.10 Where you are the existing customer at the premises and you wish to switch to us from another energy supplier, you will need to contact us to become our customer, and you agree that we will:
- (a) arrange to end your current agreements with your existing energy supplier and, if applicable, network operator;
 - (b) do all things necessary to arrange supply to your premises as soon as possible, including authorising the existing supplier to release any information held about the supply of energy to your premises; and
 - (c) use the existing supplier's final meter reading (which may have been estimated) for our initial invoice.
- 1.11 If your current energy supplier has disconnected your supply and not reconnected it, you will need to contact them to have the energy supply reconnected before we can accept the switch.
- 1.12 We will comply with any relevant industry switching requirements (including your and our right to cancel a switch).

Moving into premises

- 1.13 Where you move into new premises you may find that the energy has been left on. To ensure that the supply is continued you must promptly make an application to become our customer. We may decline that application, in which case we may disconnect the energy supply to you. You may be required to pay for the energy consumed in the interim.
- 1.14 If your premises has been disconnected, or it is a new connection, you will need to make an application to become our customer. If we accept your application, and once you have complied with our requirements, we will arrange for the connection of your energy supply as soon as possible.

Authorised Persons

- 1.15 You may nominate a preferred contact person or persons (such as a family member, friend or social agency) to make decisions and deal with us under this agreement. That person must be 18 years or older. Even if you do so, you remain responsible for meeting your obligations under this agreement.

Vulnerable or medically dependent customers

- 1.16 We will comply with the code and other appropriate regulations with respect to vulnerable and medically dependent customers.
- 1.17 You are a vulnerable customer if you are a domestic customer and if for reasons of age, health or disability, the disconnection of energy to you

presents a clear threat to your health or wellbeing, and/or it is genuinely difficult for you to pay your energy accounts because of severe financial insecurity, whether temporary or permanent. You can inform us at any time if you or someone living at the premises are or become a vulnerable customer.

- 1.18 You are a medically dependent customer if you are a domestic customer and you depend on mains electricity for critical medical support, such that loss of energy may result in loss of life or serious harm. Examples of this would be where an oxygen or dialysis machine is used within the home. We require written confirmation from a doctor or District Health Board (or equivalent) that this equipment is housed within your premises to confirm your critical medical status.
- 1.19 You can inform us at any time if you or someone living at the premises are or become a medically dependent customer.
- 1.20 If for any reason we form the honest belief that you are a vulnerable or medically dependent customer you authorise us to consult with appropriate government authorities or agencies, private health providers or any other social agency or service provider as necessary. If, after we have informed you of the opportunity to notify us that you are a vulnerable or medically dependent customer, you have not told us, or it does not appear to us, that you are a vulnerable or medically dependent customer, we will assume that you are not a vulnerable or medically dependent customer.

2. Protecting your personal information

Information from you

- 2.1 To enable us to supply you with energy and other services, and for safety and credit reasons, we need personal information from you. It's important you tell us if any of this information changes.

Storing your personal information

- 2.2 Our Privacy Policy is on our website. It sets out:
 - (a) where you can get information about how we collect, store, use, disclose and match personal information; and
 - (b) how we comply with our obligations under the Privacy Act 2020.By providing us with personal information, you consent to us using that information in accordance with our Privacy Policy.
- 2.3 You will be able to access personal information we hold about you and if any information is incorrect, we will correct it at your request.

Public comments about us

- 2.4 If you make public comments or statements about the products or services we provide you, or the relationship we have with you, we reserve the right to make such public comments as may be necessary to respond, or correct any misconceptions or errors of fact. If you make any public comments about your account then you agree to us replying as we think appropriate using the information that we have about your account.
- 2.5 We may record correspondence that we have with you (phone conversations, webchat or email) so that we may maintain accurate records of our dealings with you. We may also use this correspondence to train our staff or to monitor the level of service that we are providing to you.

3. Supplying you with energy

How we will supply you

- 3.1 We will supply you with energy in accordance with:
 - (a) this agreement;
 - (b) all legal requirements (including the Consumer Guarantees Act 1993) and industry standards;
 - (c) applicable requirements of any service provider to which we are subject.
- 3.2 The energy we supply you may not be continuous and uninterrupted. We do not guarantee the continuous supply of energy to your premises.

4. Domestic generation of electricity

- 4.1 This part of this agreement applies if you generate or store electricity on your premises and allow such electricity to be exported back into the network.
- 4.2 You may not, without our prior written consent, generate or store electricity, or allow electricity to be generated or stored, on your premises that will be exported into the network, nor attempt to do so. If we consent, our consent will be subject to the requirements set out in this part of this agreement and any further conditions which we or the network owner may require, including conditions required by law or industry standards.

Conditions

- 4.3 Subject to clause 4.2, you may generate and store electricity, and sell surplus electricity to us (by exportation back into the network), and we will purchase such surplus electricity provided that:
- (a) you are a current electricity retail customer of ours;
 - (b) your generated electricity and surplus energy is metered by the necessary metering equipment, including an export meter, installed in accordance with the terms of this agreement;
 - (c) you:
 - (i) have made and maintain all necessary contractual and physical arrangements with the network owner in order to connect your domestic generation equipment to the network and supply electricity into the network, and you comply with these arrangements at all times;
 - (ii) ensure that your domestic generation equipment and your operation of such equipment complies at all times with any relevant standards, and any relevant statutory and regulatory requirements;
 - (iii) will be responsible for the safe operation of your domestic generation equipment and for any damage to the equipment itself or to any other property or person as a result of the operation of the equipment (including, without limitation, for any voltage fluctuations or other matters concerning the quality of the electricity supply to your points of supply which may damage sensitive electrical equipment); and
 - (iv) will remain responsible for arranging any required insurance to cover the risk of damage caused by any power fluctuations and for installing back-up devices or making other arrangements to protect your domestic generation equipment.
- 4.4 We will not be required to purchase electricity from you or meet any of our other obligations in respect of your generated, stored or surplus electricity if:
- (a) you no longer meet, or fail to meet, one or more of the criteria for supplying us with electricity under this agreement; or
 - (b) you breach any of your other obligations under this agreement.

Export meter

- 4.5 If you do not have an export meter installed at your premises at the time you apply to us to export surplus electricity into the network, we will arrange for an appropriate export meter to be installed, and charge you for that installation.
- 4.6 All other rights and obligations under this agreement applying to meters will also apply to the export meter including, but not limited to, rights and obligations regarding access and meter reading.

Fees and charges relating to surplus electricity

- 4.7 We will pay you for your surplus electricity at our current generation rate (plus GST if you are GST registered). We may change our generation rate from time to time subject to the provisions for changing rates, fees and charges as set out under this agreement.
- 4.8 We will pay you for surplus electricity actually exported into the network which we have determined by reading your export meter (either physically or remotely and in accordance with this agreement).
- 4.9 Payments due to you for your surplus electricity will be made by way of credit on your energy supply invoices issued in accordance with this agreement. Interest will not accrue or be payable on any credit balances.
- 4.10 You are responsible for advising us if you are registered for GST purposes, or if your GST registration status changes. We may require evidence to confirm this registration.
- 4.11 In the event that it is not possible for us to determine the details of the quantity of your surplus electricity for any reason, including any failure or inaccuracy in any metering equipment, or where you dispute our calculation of your surplus electricity, then the quantity of surplus electricity will be our reasonable estimate for the relevant period. This estimate will be based on your generation less your consumption during the relevant period based on historical information and having regard to your previous generation, exportation and consumption data.

5. Safety

- 5.1 For your safety and those that are around you:
 - (a) dial **111** in an emergency in respect of your energy supply;
 - (b) call us immediately on **0800 87 87 87** if you think there is a gas leak or a possibility that your energy supply could be a hazard or danger to people or property; and
 - (c) do not interfere with any pipes or wires that supply energy to your premises.
- 5.2 More details on emergency procedures and safety information, including information on the procedures for reconnection after an emergency and to protect sensitive appliances from voltage spikes or other events outside of our reasonable control, can be found on our website under the heading "Your Safety".

6. Access

- 6.1 You will give us, our service providers and our respective representatives rights of access to your premises for the purpose of:
- (a) to install, connect or disconnect, commission or de-commission, test, inspect, maintain, repair, replace, operate, move or remove any of our or a service provider's equipment (including upon termination of this agreement) and for any other purpose related to our agreement with you or a service provider;
 - (b) to inspect or take readings from meters and verify metering information;
 - (c) ascertaining and remedying the cause of any interference to the quality of the line function services being provided by a service provider to any person;
 - (d) to clear trees and other vegetation where the service provider is required or entitled to do so, or so as to maintain public safety or the operational integrity of the network;
 - (e) protecting or preventing danger or damage to persons or property;
 - (f) connecting or disconnecting the supply of energy;
 - (g) any other purpose related to the above activities or the service provider's rights or benefits conferred under or pursuant to our agreement with the service provider.
- 6.2 If you do not ensure such rights of access we may disconnect your energy supply in accordance with this agreement.
- 6.3 Except in routine situations (such as, for example, reading or inspecting a meter) or emergencies, before accessing your premises, we, each service provider and our respective representatives will provide written notice to you:
- (a) when we or they will be accessing your premises; and
 - (b) provide the reason why we or they are accessing your premises.
- The notice will be given:
- (c) at least 10 working days prior to entry if the purpose of access is to undertake construction, upgrade, repair or maintenance work (or any other time agreed with you); or
 - (d) within a reasonable timeframe where the purpose of access is to inspect or operate any equipment used in, or in connection with, the generation, conversion, transformation or conveyance of energy.
- 6.4 When accessing your premises, we, each service provider and our respective representatives will:
- (a) take reasonable steps to minimise any direct impacts on your premises and any inconvenience to you; and

- (b) 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 and avoiding access through specific areas).
- 6.5 We and each service provider will require our respective representatives, when accessing your premises, to:
 - (a) carry identification that shows they are authorised representatives of us or a service provider and present this identification on request; and
 - (b) identify themselves to you before entering your premises; and
 - (c) act courteously, considerately, and professionally at all times.
- 6.6 Our procedures for ensuring the secure storage, use and return of any keys and/or other security information that we have for your premises that is in our or our representatives' possession are available on request – please call us on **0800 87 87 87**.
- 6.7 Any dog or other animal that may put us, any service provider or our respective representatives at risk when accessing your premises must be controlled when we visit. You will be liable for all costs, loss or damage arising out of your unsafe premises or any threats or attacks made by you, anyone on your premises, or any dog or other animal.
- 6.8 The rights of access are in addition to any right of access under statute or regulation.

7. Meters and meter reading

About our metering services

- 7.1 In the majority of cases, a meter must be installed at each connection to measure our supply of energy. Unless we make other arrangements with you, we shall be responsible to provide, or arrange the provision of, the metering services. Different pricing options and different forms of energy (e.g. gas) may require separate meters.
- 7.2 If additional meters or meters of a different type are required for a specific pricing option, we may charge you for these. Please call us on **0800 87 87 87** for details of these charges.
- 7.3 We will ensure that meters and the associated metering services that we provide you comply with the applicable industry standards and codes of practice including as required by the code.
- 7.4 In some cases, we may not be able to install meters at your premises because:
 - (a) the installation does not comply with legal requirements or the service provider's connection standards, or

(b) the metering equipment, when installed, represents a safety hazard.

In these situations, you may need to fix or remedy any non-compliance or to repair any non-compliant equipment or safety hazard at your cost before the meter is installed. We may also require you to provide evidence of certification or compliance for your installation.

- 7.5 If the meter or meter reader fails to record your usage accurately, you will not be responsible to pay for more than our reasonable estimate of the energy supplied to you.
- 7.6 If ever you overpay because of any meter or meter reading error, we will promptly refund to you or credit to your account your overpayment. If you have underpaid because of a meter or meter reading error or billing error we may invoice you for that underpayment. The amount we charge will take into account whether we or you contributed to the error, or could reasonably have been expected to know of the error, and in any event we will comply with the code and any applicable regulations.
- 7.7 The meter must be kept at the location at which it is installed at your premises and should not be removed from that location. The meter is not and does not become (upon or following the termination of this agreement or otherwise) a fixture or fitting of the premises to which it is connected or a fixture or fitting that belongs to any person other than us or the meter equipment provider.
- 7.8 If we do not offer a pre-payment meter option in your area, we will, if requested by you, provide you with information about companies that do.

Letting us get to your meters

- 7.9 If the meters are inaccessible, we may require that you provide us with access. This could include providing us with a key to your premises, alarm codes, or such other necessary means of access depending on the situation. If your previous energy supplier holds a key or security code for your property, this agreement gives us permission to ask for and receive that key or security code from them.
- 7.10 If we have been unable to get to the meters, the amount of energy you've used may be assessed or estimated. We may also write to you and arrange for access so that on their next visit the meter reader can read the meters.
- 7.11 If, however, we are unable to regularly obtain rights of access to the meters installed at your premises we may consider this a material breach of this agreement, and we may disconnect your energy supply in accordance with this agreement.

How often are meters read?

- 7.12 We will normally schedule to read the meters at least once every second month, and in any event, we will read the meters in accordance with any requirements under the code or other applicable regulations or codes of

practice. If the meter is at a remote site or has little or infrequent use, we may read it less often and request that you read the meter at the times requested by us and advise us of those readings. If we wish to change the frequency of when we will be reading the meters we will send you prior notice.

- 7.13 If you would like us to read the meter when we are not scheduled to do so, we can do so, but there may be a service fee charged.

Smart meters

- 7.14 On your premises we may have installed, or may at any time replace your existing meter with, a smart meter or install a remote meter reading device on your existing meter.
- 7.15 We may install an aerial if there is a problem communicating remotely with the smart meter. We will discuss other options with you if installing an aerial does not overcome the communication issues.
- 7.16 If we have installed a smart meter at your premises, we generally will not need access to read the meter. However, if we are unable to communicate remotely with the smart meter, we may still need to read the smart meter manually or estimate the amount of energy supplied to you. We may also still access your premises for the reasons outlined in the Access section, even if you have a smart meter installed.
- 7.17 If we need to install a smart meter because of an access issue, we may charge you for the installation. We will let you know of any charges before we start the work, along with any ongoing changes to your pricing plan(s) before we start the work.
- 7.18 We may charge you if you ask for a manual reading to be taken from a smart meter.

Metering data

- 7.19 You agree that we own all metering data and any other data collected by the meter and you must not obtain any data or information from our or our service provider's equipment other than by way of the services we provide to you under this agreement.
- 7.20 To the extent that any metering data or other data collected by the meter constitutes "personal information" for the purposes of the Privacy Act 2020, the clauses under the heading "Protecting your Personal Information" will apply.

Think you've got a faulty meter?

- 7.21 If either of us believes the meter is faulty, we'll either test it on site or remove it for testing and replace it with a new manufacturer tested one. We'll advise you of the test results and retain the meter for 30 days in case you wish independent testing to be carried out. Our process for resolving meter issues

will comply with the code, good industry practice and any applicable regulations. There may be a service fee charged if you have requested the meter to be tested and it meets the applicable regulations and the standards. Please contact us on **0800 87 87 87** for the current price.

- 7.22 In addition, the network owner may also install and read check meters to ensure that our meters are giving accurate readings.
- 7.23 Tampering with meters is dangerous, a criminal offence and a material breach under this agreement, which may lead us to disconnect your supply of energy. If you have moved into premises where you think that the meter has been tampered with, or seals have been broken, you must advise us immediately.
- 7.24 If the meter has been tampered with you will be charged for the energy that we estimate that you would have used had the meter been working correctly. You may also be invoiced for the costs we incur (including for repair or replacement of the meter) if our investigations show that you or your representatives were responsible for the interference. We may also disconnect your supply of energy and take legal action against you.

Unmetered energy supplies

- 7.25 In some situations we may agree to supply you with an unmetered energy supply. Where we have agreed to supply you with an unmetered energy supply you must provide us with, and keep up-to-date, all information we require to meet our obligations under applicable industry standards, codes of practice, the code and to the network owner. If you are unable to meet your obligations in respect of an unmetered energy supply we may install a meter and we may charge you for this and/or undertake an audit of your energy use and charge you for the amount of energy we reasonably determine has been supplied to you. We may charge you for the cost of that audit. You must pay for the energy supplied in accordance with our unmetered energy rates.

8. Fees and charges

Our charges

- 8.1 For advice and an up to date list of energy prices and service fees for your area please call us on **0800 87 87 87**. If you request a product or service that will involve additional cost to you we will, in most cases, advise you of that cost at the time. Where it is not possible for us to provide you with the cost at the time of enquiry we will provide an estimate of the cost or arrange to contact you in a reasonable timeframe with that estimate before the product or service is provided.
- 8.2 If any circumstances arise, or are likely to arise, where you may be charged a service fee we will give you reasonable notice of those circumstances before

the fee is incurred. We will also advise you where it is possible how those service fees can be avoided.

- 8.3 If, for any reason, our energy prices are going to increase, and the increase will affect you, we will notify you at least 30 days prior to that change either in writing, by email or published in the local newspaper. If our energy price increase will be greater than 5%, or our service fees increase and that increase is reasonably likely to have a material effect on you, we will communicate this to you individually in writing or by email at least 30 days prior to that change. We will also explain the reasons for the increase. However, we will not contact you if you are on a pricing plan that provides for energy price flexibility, meaning that the energy prices relating to the time and volume of energy may increase in a shorter timeframe in accordance with that plan. We can reduce our energy charges or our service fees at any time.
- 8.4 If our energy prices change during a billing cycle, subject to the terms of your plan, we will pro rate the energy used over the period to determine a daily average usage and then apportion your bill at the different rates.
- 8.5 Subject to eligibility, you may choose an alternative pricing plan which you wish to apply to you and notify us of your choice. Should you be eligible for the plan chosen, we will transfer you to the alternative pricing plan chosen by you within 30 days of receiving such notice from you.

Your monthly accounts

- 8.6 Every month, unless otherwise agreed with you, or you are on a prepaid option, we'll send you an account for payment or a notice that your account is available if you have chosen on-line billing. Your account will list the previous month's transactions as well as the current month's energy charges and usage (or estimated usage), service fees and charges for other services that we have provided to you. The account will also include fees or charges from regulatory agencies, service provider charges that are charged either to us, or charged to you and included in our account. As some of our charges are expressed to a number of decimal points, your invoice may show some minor rounding to get to whole numbers. Our account will also include the identifier numbers of all installation control points that are covered by the account.
- 8.7 If you would like an explanation as to how estimates are calculated please call us on **0800 87 87 87** and we will provide that to you.
- 8.8 You must pay the account whether or not the account is based on an actual or estimate amount. If your account is based on an estimate amount that seems inaccurate, you may provide us with a valid meter reading of your own. If this occurs, phone us with your meter readings or email us the details if you have chosen on-line billing. We'll produce a corrected account with new due dates. We may adjust your account if your reading is later found to be inaccurate.

Paying your account on time

- 8.9 Our accounts must be paid on or before the due date shown on your bill. If your payment is overdue, we will make reasonable endeavours to notify you of the overdue amounts using the contact information you have provided us and may charge you late fees (as described in more detail on our website at www.trustpower.co.nz/for-your-home/special-fees). If you do not pay within the specified remediation period set out in the payment reminder, we may discontinue your Services for which payment is overdue.
- 8.10 Unless you instruct otherwise, any payment you make will be allocated to the oldest outstanding debt on your account in the following order:
- (a) first to pay your bond (if required); then
 - (b) to pay your energy charges balance; then
 - (c) to pay any service fees; then
 - (d) to pay your other services charges balance.
- 8.11 If you are not responsible for the lateness of an invoice:
- (a) and the invoice is provided more than two months after the end of the period that it covers, you will by arrangement have at least the length of time covered by the invoice to pay it; or
 - (b) the invoice is more than three months late we will negotiate an appropriate discount with you; or
 - (c) we will not seek to recover amounts undercharged if an unreasonable period has elapsed (for example, more than three years).
- 8.12 You are not required to pay interest on outstanding amounts on incorrect or late invoices.

Choose how you'd like to pay

- 8.13 There are a number of ways you can pay our invoices. Some of these options attract a service fee. Please call us on **0800 87 87 87** or visit www.trustpower.co.nz for details and explanations on our payment options.
- 8.14 If any of the payment methods relevant to you are to change we will provide you with not less than 30 days' notice of that change and explain why the change is being made.

Non-payment

- 8.15 Your account must be paid by the due date specified on your account, however, if it appears to us that for some reason you've overlooked an account and you do not have a history of late payment, we'll put a friendly reminder either in the post or by email (if you have registered for our email service) to you. If, after the friendly reminder, you still don't pay, or if you have a history of late payment, we may start the process to discontinue your supply of electricity or gas.

- 8.16 If you dispute any amount shown on your invoice, you must let us know immediately. You will need to tell us the amount in dispute and why you are disputing it. We will investigate the disputed amount as quickly as possible. When you are disputing part of an invoice, you still need to pay all other amounts not in dispute. We will not disconnect your energy supply if you have not paid amounts that are genuinely in dispute and we are aware of this. However, we may disconnect your supply if you do not pay undisputed amounts.
- 8.17 If your account (or any undisputed part of it) remains unpaid, we'll send you a disconnection notice in the post or by email (if you have registered for our email service). We will give you at least seven working days' notice to make payment. If we send you a disconnection notice you will be charged a service fee. The disconnection notice that we send you will specify the earliest date that disconnection may occur and that it will occur no later than 7 working days after that date. All disconnection notices will include the timeframe within which disconnection will take place and information about what you need to do to prevent disconnection. We will also provide you with a final warning not less than 24 hours before disconnection. If payment is not received we may disconnect your energy supply after this notice period but will only do so on a working day that is not a Friday or the day before a public holiday.
- 8.18 Your electricity or gas supply will not be disconnected for non-payment of an estimated amount unless we reasonably believe that it is fair and reasonable in the circumstances to do so. In some circumstances we may require you to pay a service fee for disconnection. Please call us on **0800 87 87 87** or visit **www.trustpower.co.nz** for information on these service fees.
- 8.19 If a payment arrangement is made after a disconnection notice has been provided, no further recovery action will be undertaken while the conditions of the arrangement are being met. If however, after a short period of time, you fail to honour that payment arrangement it may result in disconnection of your electricity and/or gas supply (as the case may be) upon at least 24 hours' notice. There is a service fee for making a payment arrangement.
- 8.20 You will be responsible to pay any costs we incur in collecting your outstanding accounts. These may include, without limitation, costs such as credit agency fees and legal and court costs. These will be added to your account and will be payable by you to us. We may use any bond or advance payment made by you to pay these amounts. We may also charge service fees for the administration of late payments.
- 8.21 If we have disconnected your supply for non-payment and you have satisfied our requirements for reconnection, we will restore your supply as soon as reasonably practicable.

Bond

- 8.22 We may ask you for a bond. Generally, we need a bond if you do not have a satisfactory payment record, are unable to establish a satisfactory credit record, or have had your supply disconnected in the past. If we need a bond, we will provide you with the reasons why. We may use the bond to recover any amount owing to us by you.
- 8.23 If we need a bond, it will:
- (a) comply with all legal requirements;
 - (b) be required before your supply is connected (or re-connected);
 - (c) not exceed \$150 (if you are only supplied with gas or electricity) or \$200 (if you are supplied with both gas and electricity); and
 - (d) not bear interest;
 - (e) need to be provided to us either before we commence supply to you or paid to us in accordance with our usual invoicing arrangements.
- 8.24 We will repay your bond:
- (a) within 1 month of you ceasing to be our customer, provided all outstanding amounts owed to us have been paid; and
 - (b) after 12 months if you have kept a satisfactory payment history with us (or sooner, if we are satisfied with your payment history). If we hold your bond for longer than 12 months, we will explain the reasons why to you.
- 8.25 We will repay your bond, less any amounts you owe us by crediting your account with us or refunding you directly if you are no longer our customer.

9. Disconnecting your supply of energy

- 9.1 In addition to the other rights of disconnection set out in this agreement we may disconnect your energy supply:
- (a) without notice if we cease to have an agreement with the network owner that provides line function services to your premises; or
 - (b) if you materially or persistently breach this agreement and that breach is clearly established and not the subject of a dispute resolution proceeding and, if the breach is capable of being remedied, we have given you notice of the need to remedy the breach in order to avoid disconnection and you have not remedied that breach within 10 working days after we have given you that notice. We will also provide you with a final warning not less than 24 hours before disconnection.
- 9.2 Persistent breaches of this agreement can include, for example, but are not limited to, regular non-payment of invoices on their due date, persistent abusiveness to our staff, continued vexatious complaints, or the regular failure to grant access to your premises at reasonable times.

- 9.3 We may charge you a disconnection fee and additional costs may be incurred when we or the network operator disconnect your supply (including for each unsuccessful attempt to disconnect you where you do not give us reasonable access to your premises or meter).

Reconnections

- 9.4 When you want reconnection after we've discontinued your energy supply (or if it has been disconnected due to a safety or emergency issue) - just call us. We will let you know the procedure for reconnection and our requirements to re-connect.
- 9.5 We may require that you are present at the time of reconnection or accept responsibility for the safety of the premises where you cannot be present.

10. Termination

- 10.1 Except where you have an agreement with us for a fixed term, if you no longer require us to provide energy and/or you would like to switch to another energy supplier, tell us at least three working days prior to when you want our supply to cease and provide to us your forwarding address if you are moving.
- 10.2 If you give us less than three working days' notice, you will remain liable for all charges until we have completed a final meter read. For calculating your final invoice, we will undertake a final meter reading, estimate the final meter reading or rely on a reading provided by you.
- 10.3 If you do not advise us that you wish to cease our supply of energy to you, you will be responsible for paying for any energy used and other charges incurred while the premises remain connected to the network. This applies even if you no longer occupy the premises. You remain liable until:
- (a) a new customer has notified us that they have taken over responsibility for energy supply at the premises; or
 - (b) the date when the premises are disconnected.
- 10.4 In respect of your termination of supply we will comply with the industry regulations and the code. If you are switching to another energy supplier, the termination of this agreement will be effected in accordance with all relevant regulations and any accepted industry arrangements, guidelines, protocols and any other voluntary standards relating to switching that we are a party to, and we will facilitate the switch.
- 10.5 You may elect to terminate the supply of one energy type and continue to receive the other energy type from us.
- 10.6 If we cease to supply you:
- (a) you will remain responsible to pay your final account and all outstanding debts due to us (including any collection and legal costs);

- (b) for so long as you continue to occupy the premises previously supplied by us, you will continue to provide rights of access and protect our and each service provider's equipment as set out in this agreement.

11. If you have a complaint

- 11.1 If you have a complaint about our supply of energy or other services to you, please contact us on **0800 87 87 87**. We will try to resolve your complaint within two working days. If we cannot do so, we will give you a response within seven working days. We may refer your complaint to a service provider for resolution. If we do so, we will advise you.
- 11.2 If:
 - (a) we have not resolved your complaint within 20 working days and have not written to you explaining why we need more time to reach a resolution; or
 - (b) we have taken longer than 40 working days to resolve your complaint; or
 - (c) you are not happy with our proposed resolution,you may refer your complaint to the free independent dispute resolution service provided by Utilities Disputes Limited on **0800 22 33 40** or visit **www.utilitiesdisputes.co.nz** You may also refer your complaint to the Disputes Tribunal, the Court or other third party.

12. General

Loss or damage

- 12.1 Neither we nor you will be liable to the other (in contract or in tort) for any loss or damage the other may suffer (including any actual damage to property) unless this arises due to:
 - (a) a failure to comply with the terms of this agreement; or
 - (b) a negligent act or negligent omission of (as the case may be) us or yourself (or any person for whom you are responsible);and that loss or damage is:
 - (c) reasonably foreseeable and is directly caused by the failure, or negligence; and
 - (d) not caused by an event or circumstances beyond (as the case may be) our or your control.
- 12.2 An event or circumstance beyond a party's control (a force majeure event) includes war, earthquakes, fires, lightning, storms, and other similar events, the failure to generate sufficient energy, the inability to purchase sufficient

energy, the failure by another party to supply us with energy or energy of a certain quality or character and third party industrial disputes, but does not include a lack of financial means. If we suffer a force majeure event which affects your energy supply we will endeavour to limit the effects as much as we are able and if your energy supply is interrupted, we will resume your energy supply as soon as is reasonably practicable.

- 12.3 Except as set out in this agreement under the heading "Network Owner's Liability for Loss or Damage", Trustpower will not be liable to you for any loss or damage you may suffer due to some act or omission of, or due to the negligence of, a third party, including the network owner, meter equipment provider, Transpower or any generator.
- 12.4 Notwithstanding any other term of this agreement unless required by law, neither we nor you will be liable to the other for any loss or damage which is indirect or consequential, including, without limitation, any loss resulting from loss or corruption to any computer or electronically stored data or software.
- 12.5 Except in the case of supplies to which the Consumer Guarantees Act 1993 applies, the payment of your charges to us and any payment pursuant to any of the indemnities given by you under this agreement, neither we nor you shall in any event have any liability of any kind to the other for an event or series of closely related events exceeding \$10,000 in value, whether or not the liability is caused by the failure, or negligence, of us or you.
- 12.6 The energy that we supply to you and our obligations to you under this agreement will comply with the standards required under the Consumer Guarantees Act 1993, good industry practice, the code, all other legal obligations and relevant regulations. The rights which you may have under this agreement do not detract and are not in substitution of any rights you may have under the Consumer Guarantees Act 1993 or the Fair Trading Act 1986. If, however, you are a customer who acquires or holds yourself out as acquiring energy for the purposes of a business, the provisions of the Consumer Guarantees Act 1993 shall not apply.
- 12.7 Notwithstanding any provision to the contrary in this agreement, nothing in this agreement will exclude or limit the application of any law in New Zealand where such law applies to the supply of energy, or any other services we supply, to the extent that to do so would:
 - (a) contravene that law; or
 - (b) cause any part of this liability section to be void.

Making changes to this agreement

- 12.8 We may from time to time change the terms of this agreement. Where minor changes are made to the terms of this agreement that more closely align it with good industry practice or mandated requirements, no notice of the changes will be given. This is only so long as the changes made are beneficial and/or of immaterial consequence to you. Otherwise we will give you no less

than 30 days' notice of the changes by at least one of the following methods:

- (a) advertising in your local daily newspaper;
- (b) putting a notice on our website;
- (c) sending you a letter or email;
- (d) notifying you by other electronic means;
- (e) including a statement on your invoice; or
- (f) a combination of the above.

If the changes that are made are of a material nature we will send the notice of the change to the last postal or email address you have given us.

- 12.9 Unless you are notified otherwise, those changes will come into effect at the end of the notice period.
- 12.10 Changes to our energy prices and service fees will occur as set out under the heading "Our Charges" in this agreement.

Notices

- 12.11 Unless otherwise set out in this agreement, our accounts or notices to you will be:
 - (a) delivered to your property; or
 - (b) mailed to the latest postal address you have given us; or
 - (c) sent to the latest facsimile number you have given us; or
 - (d) sent to the latest email address you have given us; or
 - (e) sent to you by electronic means; or
 - (f) by telephone call in case of urgent requirements.
- 12.12 Notices will be considered to have been received by you three days after being mailed by us or our mailing agent, on the day of delivery if delivered to your property, on the day of transmission if sent by facsimile or email or other electronic means.

Other matters

- 12.13 Termination of this agreement will not affect any other legal remedies we may have.
- 12.14 If we have or are likely to have a receiver, liquidator, administrator or other similar officer appointed, we will take all reasonable steps available to us to ensure that you continue to receive an energy supply.
- 12.15 If any terms of our agreement are, or become, invalid, it will not affect the remaining terms of the agreement, which will remain in effect.
- 12.16 Subject to any changes that may be made to our agreement from time to time

as advised to you, the agreement and any special terms constitute the entire agreement between you and us and supersedes all previous agreements and undertakings.

- 12.17 We may transfer or assign any or all of the obligations that we have under this agreement to someone else where in good faith we do not believe it would be detrimental to you (including another energy retailer). Where we do this we will notify you that the agreement is being transferred to another party and will let you know where you can access the information that you need to contact the other party and when the transfer will take place.
- 12.18 If we commit an “event of default” (as that term is defined in the code) the Electricity Authority (or its successors or assigns) may assign our rights and obligations under this agreement to another energy retailer (“the recipient retailer”). The terms of this agreement may be amended upon assignment to the recipient retailer to:
- (a) the standard terms the recipient retailer would have offered to you immediately before the event of default; or
 - (b) such other terms that are more advantageous to you than the standard terms as the recipient retailer and the Electricity Authority agree; and
 - (c) include a minimum term in respect of which you must pay an amount for cancelling the contract before the expiry of the minimum term.
- To facilitate this process we may be required to pass information about you to the Electricity Authority, who may pass it on to another retailer. This clause is for the benefit of the Electricity Authority for the purposes of the Contract and Commercial Law Act 2017.
- 12.19 You may not assign any rights, obligations or responsibilities set out in this agreement to any other person.
- 12.20 Those terms of the agreement which confer a benefit on a third party (for example a service provider and their and our representatives) are enforceable by such third parties pursuant to the Contract and Commercial Law Act 2017, but may be amended by us without their consent.
- 12.21 We may subcontract or delegate the performance of any of our responsibilities under this agreement.

Customer competitions

- 12.22 Trustpower may run competitions for its customers from time to time. To the extent it does so, information on the competitions, including terms and conditions, can be found at www.trustpower.co.nz/customercompetitions

13. Network requirements

- 13.1 We do not own the lines or pipes that supply you with energy. We have agreements with network owners to use their lines and/or pipes. Those agreements require us to include particular provisions in this agreement with you.

Your equipment and responsibilities

- 13.2 You are responsible for some of the equipment used to supply you with energy. In particular you are normally responsible for the customer service line that supplies you with energy from the network to your point of connection. The diagram below depicts typical points of connection for an urban domestic electricity supply but these can vary depending on the network owner's policy and historical arrangements. If you are unsure please contact us on **0800 87 87 87** and we can put you in touch with the network owner so that they can advise you.

Where does your responsibility lie?



- 13.3 In this electricity supply example, the orange lines from the pole and the distribution box to the house are your responsibility. For gas, the point of connection is usually where your gas installation connects to the outlet of the gas meter. However, the situation varies from property to property and in accordance with each different network owner's policies and historical arrangements.
- 13.4 Please contact us or the network owner if you have any questions about your point of connection. We will tell you how you can locate the point of connection at your premises or, if we don't know, where you can get that information.
- 13.5 Unless we have agreed otherwise, we or a service provider is responsible for the meter, however, you are responsible for any repairs or maintenance that may be required to your meter board or box and any associated fuses and wiring. You must ensure that all equipment and appliances past your point of connection comply with all regulations, the distribution code and any safety

or technical standards required for connection to the network. If you fail to comply with these responsibilities and requirements we may disconnect your energy supply.

Distribution code and connections

- 13.6 You must ensure that your premises comply with the distribution code, regulations, good industry practice, any safety and technical standards and the network owner's reasonable requirements set out in our agreement with the network owner. If you are uncertain of these requirements please contact a registered electrician, electrical inspector or gas fitter in your area or Energy Safety (which is part of the Ministry of Economic Development). We may be able to give you further information if you call us on **0800 87 87 87**.
- 13.7 If you have more than one point of supply at your premises you must ensure that there is no interconnection made between those points of supply without the prior written consent of the network owner.
- 13.8 You must not connect or disconnect any equipment directly to the network without the network owner's prior consent.

Equipment housed at your premises

- 13.9 You undertake to provide and maintain, at no cost to the service provider or us, suitable space for the safe and secure housing of the service provider's and our equipment as deemed necessary by the service provider or us to be housed at your premises and you agree to protect this equipment against interference and damage. You further agree to comply with any reasonable requests about such protection made by the service provider or us. You also agree to inform us of any damage or destruction to the equipment. The network, including any part located on your premises, is and shall remain the sole property of the network owner. No provision of this agreement in relation to the network confers any right or interest in such property on you. However, in the case of gas, unless otherwise indicated, the network owner shall not be responsible for any pipe work and equipment installed downstream of the delivery point at your premises.
- 13.10 You will not, and you will ensure that your representatives and material and vegetation does not, interfere with or damage any of a service provider's or our equipment or the immediate connections to that equipment (including after termination of this agreement) except to the extent emergency action has to be taken to protect the health and safety of persons or prevent damage to property. You will notify us as soon as possible if this should occur. You will not and you will ensure that your representatives do not, use any of a service provider's or our equipment in breach of any legal requirement or so as to endanger the safety of any person.

13.11 You will indemnify us and we will indemnify you for any liability you or we may have to a service provider for any damage to the service provider's network equipment caused by your or our (or your or our representative's) negligence or wilful act or omission respectively, including the failure to provide the protection required by this agreement.

Your effect on the quality of supply

- 13.12 If the characteristics of your equipment or demand or injection of electricity into the network in accordance with section 4, interferes with the quality of supply of energy to any other person or interferes with the operation of any service provider's equipment including remote signal services, you must, upon the receipt of notice, remedy the interference at your cost as soon as practicable and, in any event, within a reasonable period specified in that notice.
- 13.13 If we agree to supply you with electricity under this agreement you must ensure that the mean power factor of demand that is placed by you on the network must not be less than an average of 0.95 lagging across the whole supply to you per month. You also agree to use all reasonable measures to ensure that the level of harmonic voltages and currents injected back into the network from your premises conform with applicable codes of practice, any regulations and the code, insofar as the harmonic disturbances results from a cause within your control.
- 13.14 You must not convey or attempt to convey or receive any signal or other form of communication over the network, or any part of it, other than from us or the network owner, or cause or permit any other person to do so, without the prior written consent of the network owner.
- 13.15 Failure to comply with these standards after reasonable notice from us or the network owner may result in disconnection of your energy supply.
- 13.16 If we become liable to any third party as a result of interference caused by you or equipment under your control you must indemnify us to the full extent of such liability and for all associated costs incurred by us.

Interruption to your supply of energy

- 13.17 Your energy supply may be interrupted for emergency, maintenance, urgent safety reasons, or for the failure of the upstream transmission system. Where an interruption to your energy supply is foreseeable and can be planned in advance you will be provided with written notice a minimum of four working days prior to when your energy will be turned off. In some circumstances, however, urgent maintenance may be required which was not reasonably foreseeable. Where this occurs, and four working days prior written notice is not possible, we will take all practicable measures to contact you by phone or email to give you as much notice as possible about the shutdown.

- 13.18 Your energy supply will be restored as soon as reasonably practicable after a shutdown. You can call us at any time on **0800 87 87 87** to get up-to-date information about energy shutdowns or to advise us of an interruption in your supply of energy.
- 13.19 If we have agreed a price option under which we can remotely interrupt the supply of energy to some of your equipment (such as water heating), the network owner or we may, without notice, temporarily suspend the supply of energy to that equipment.
- 13.20 We may also restrict or ration your energy supply if abnormal physical or economic supply conditions exist. This may include for example, where there are local or national energy shortages or capacity constraints, instances of extreme wholesale energy prices, or where rationing is required as part of an energy industry rationing plan, or otherwise to the extent required by law. We will notify you if this is to occur and will further notify you as soon as we are able when normal service is to resume.
- 13.21 You must comply with any direction to limit your gas usage given by us in performance our obligations under any law or regulations. You should tell us of any events or circumstances that you believe are relevant to your gas usage during any critical contingency event.

Liability for loss or damage

- 13.22 If the network owner, meter equipment provider or other service provider causes you loss or damage you may wish to advise us. It will be a decision, in our sole discretion, whether to seek to recover any sum from that person in respect of the loss or damage you have suffered. If we recover any sum from the network owner, meter equipment provider, or other service provider, we will forward to you the amount so recovered (less our reasonable costs of recovering such sum) which is applicable to you. If we do so, and should you ask, we will advise you how that amount was determined. Other than paying you such amount and complying with our obligations under the Consumer Guarantees Act 1993, we will have no liability to you in respect of any defaults by the network owner, meter equipment provider, or other service provider or any other third person.
- 13.23 Without limiting the foregoing, if you are obtaining energy pursuant to this agreement for the purposes of a business, the Consumer Guarantees Act 1993 shall not apply to that supply and the provision of the line function services for the purposes of that supply, but otherwise does not limit your rights under the Consumer Guarantees Act 1993.
- 13.24 In addition, except as expressly set out in our agreement, all warranties, guarantees or obligations imposed on us, or a service provider in relation to goods or services provided by us, or the service provider by the Consumer Guarantees Act 1993 or any other law, are excluded to the maximum extent permitted by law. You may not on-sell energy supplied to you pursuant to this

agreement. However, if you do in breach of this restriction, you must ensure that all agreements you have with the end-consumer include provisions to this effect.

Direct agreements with the network owner

- 13.25 If you have a direct agreement for line function services with the network owner the provisions set out in this section of this agreement headed "Network Requirements" that relates to your obligations to, and the rights of, the network owner do not apply to you but this will not affect your other obligations and our rights set out in this section.
- 13.26 If you are connected to a network where the network owner requires a direct agreement with you for the provision of line function services, you must comply with the terms of that agreement. Any complaints related to the services provided to you under a direct agreement with a network owner should be referred to the network owner.

14. Definitions and interpretation

- 14.1 Clause and other headings must be ignored in construing this agreement and references to the plural include the singular and vice versa. In this agreement, Trustpower, we, our, or us are used when referring to Mercury NZ Ltd trading as Trustpower (or any assignee), and we say you when referring to you, our customer. If we use the word "including" or "for example", this applies as if the words "but without limitation" were also set out. Where the following terms are used in this agreement, they have the following meanings:

"code" means the Electricity Industry Participation Code 2010 and the gas industry rules and regulations as may be amended or substituted from time to time.

"distribution code" means the relevant standards (by whatever name called) as may be issued and amended by the network owner from time to time which must be met by your premises for continuing connection to the network, and other related matters.

"domestic generation equipment" means any equipment located at your premises that is used for the generation and/or storage of electricity, and/or the exportation of surplus electricity back into the network.

"energy" means electricity and/or gas.

"equipment" means any fittings, meters or other equipment that form part of the system that supply energy to you.

"export meter" means equipment installed at your premises that is used to measure surplus electricity

"fittings" means wires, pipes, plant and equipment used in the delivery or use of electricity or gas.

“gas” means natural gas.

“generator” means any person who generates or wholesales energy.

“good industry practice” means the exercise of that degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person engaged in the same type of undertaking under the same or similar conditions in New Zealand at that time.

“GST” means goods and services tax under the Goods and Services Tax Act 1985.

“industry standards” means accepted industry arrangements, guidelines, protocols and codes of practice as well as good industry practice.

“line function services” means the provision, maintenance, and operation of fittings in accordance with our agreement with the network owner for the supply of energy to your premises.

“meter” means metering equipment and other apparatus to measure the quantity of energy conveyed to your relevant point of connection and/or the quantity of electricity generated at you premises and exported back into the network (if applicable) and/or your patterns of energy usage and/or energy demand, and any associated relays and includes all associated fittings, aerials, pre-payment metering equipment, remote meter reading devices and export meters.

“meter equipment provider” means an entity that owns and/or is responsible for installing, maintaining and repairing meters located at your premises.

“metering services” means the provision and maintenance of meters, relays, ripple receivers, collection of data from the meters and ancillary services as determined by Trustpower.

“network” means the network owner’s system for the conveyance of energy.

“network connection approval” means written approval from the network owner that permits you to connect, and maintain connection of, your domestic generation equipment to that network and to send surplus electricity from your equipment into that network.

“network owner” means the person that owns or operates the network to which your premises are connected.

“other services” means any and all additional services provided by us to you (excluding energy, bond and service fees) and includes for example, but is not limited to, metering services and telecommunication services.

“person” includes a corporation.

“point of connection” means the point at which the responsibility for the equipment that supplies energy transfers between the network owner and you.

“premises” means any premises all or part of which you occupy or on which metering or other equipment is installed.

"regulations" means the Electricity Industry (Enforcement) Regulations 2010, the Gas Act 1992, technical electricity and gas codes of practice, and other relevant regulations, guidelines, protocols, industry standards and codes of practice as may be amended or substituted from time to time.

"representatives" means employees, agents, contractors, professional advisors, invitees, or other authorised persons, or persons for whom any of the foregoing is responsible including sub-agents and sub-contractors.

"rights of access" means:

- (a) safe and unobstructed access to and within your premises; and
- (b) reasonable use of facilities and amenities available to you and ordinarily used in association with our or the network owner's equipment; and
- (c) the right to gain immediate access to your premises for meter reads and disconnection and reconnection services or where we or the network owner reasonably believe there is immediate danger to persons or property.

"service fee" means a charge for services provided such as (but not limited to) account establishment, reconnections, disconnections, disconnection notices, payment dishonours, arrangement fees, lodgement and agency payment arrangements, internal fault call outs, non-registration administration, tariff changes or tariff combining, special or final meter reads, meter tests, and other sundry services provided as determined from time to time by Trustpower.

"service provider" means the network owner and meter equipment provider or other third party which provides equipment or services to us to allow or facilitate our supply of energy.

"smart meter" means a meter that communicates remotely with us.

"surplus electricity" means the electricity produced from your domestic generation equipment which is over and above your electricity requirements at your premises and which is exported to the network with the agreement of the network owner.

"Transpower" means Transpower New Zealand Limited, its successors and assigns, and any other entity or entities which at any time operates the principal national electricity distribution system, or any substantial part of that system.

Our contact details

You can email questions to enquiries@trustpower.co.nz
or call us on **0800 87 87 87**.

If you want to send us a facsimile, our number is **0800 877 302**.

You can write to us at:

Trustpower
Private Bag 12023
Tauranga Mail Centre
Tauranga 3143

Our website is:

www.trustpower.co.nz

You can contact us on web chat at:

www.ask.trustpower.co.nz



trustpower.co.nz