

MODEL DOMESTIC CONTRACT FOR ELECTRICITY ONLY

August 2005

Preliminary Note

- The Foreword that follows forms part of this model package. However, the words of the Foreword do not form part of the contract itself. This is provided for in the final section of the model contract, 'About this Contract'. The purpose of the Foreword is to increase consumer understanding, a key objective underlying the Government Policy Statement on Electricity Governance (October 2004) and Code.
- 'Code' means the Electricity Consumer Code of Practice Edition 2 which comprises Schedule C of the constitution for the Electricity Complaints Commissioner Scheme.
- Certain clauses in the model contract have been included to reflect the Guidelines for Domestic Contracts for Electricity Only (see appendix C1 of the Commission's August 2005 paper "Domestic Consumer Contracts and Distributed Generation: Guidelines and Model Contracts") ("Guidelines") and the Code (which is incorporated in the Guidelines). These clauses contain a footnote which refers to the relevant paragraph of the Guidelines or Code provision.

FOREWORD [OPTIONAL]

The foreword set out on pages ii to vi does not form part of this contract.

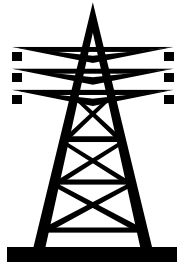
About the Electricity System

To better understand this contract, it is helpful to know how electricity reaches your Premises.



GENERATION:

65% of electricity in NZ comes from hydro. The other 35% is generated with gas, geo-thermal, coal, or wind. NZ has five main generating companies. Three are owned by the Government.



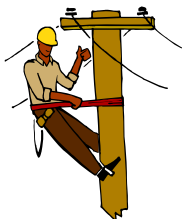
TRANSMISSION:

High voltage power Lines run up and down NZ. These transmission Lines transport electricity from the power stations to your local Network. The transmission Lines are owned by Transpower, which is owned by the Government.



LOCAL NETWORK:

Your Premises are connected to a local Network of lower voltage power Lines. Networks carry electricity from transmission Lines to homes and businesses. Networks are largely owned by councils or community trusts.



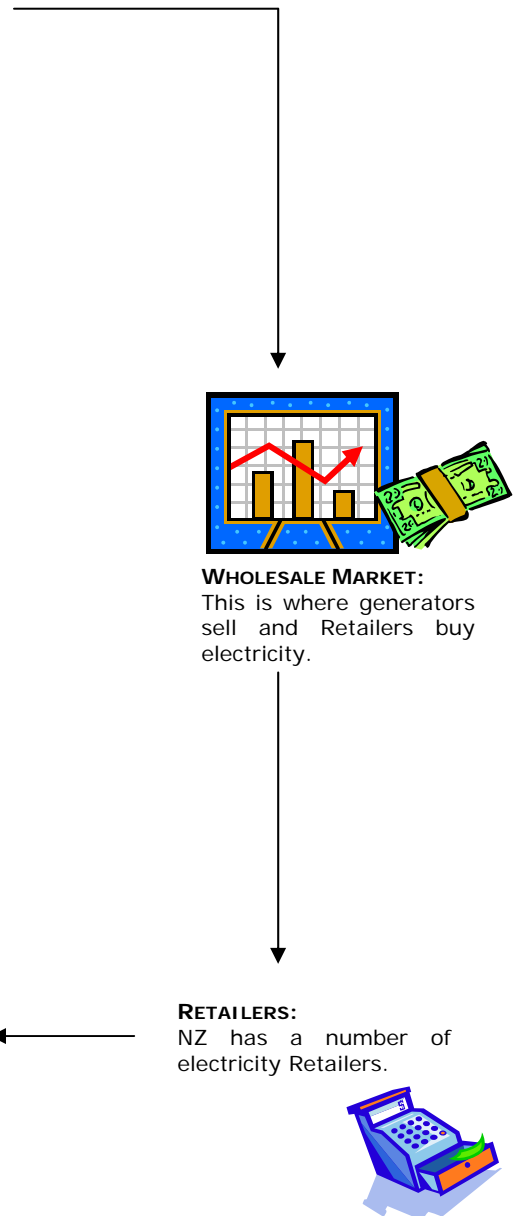
POINT OF CONNECTION:

This is where the Line to your Premises connects with the Network.



METERS:

Meters are installed at your Premises to measure how much power you use. You do not own the Meters and must NOT tamper with them.



WHAT RETAILERS DO

Our job is to sell you electricity. To do this, you need to arrange for your local Lines Company to distribute electricity to your Premises. We or your local Lines Company regularly read the Meters at your Premises. We offer a variety of price plans. We invoice you for the power you use and we offer different ways to pay.

Where Does Your Responsibility Lie?

The diagram below shows the point from which you have responsibility for maintaining the Line and related equipment. Your responsibility starts from the Point of Connection (described above). For urban properties the Point of Connection is normally at the property boundary.

[Note: The diagram below covers the position of most urban consumers but other legal arrangements exist and the Foreword should be tailored to meet those other arrangements]

Where does your responsibility lie?

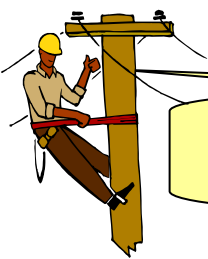


The Lines from the pole and the distribution box to the houses show your responsibility

Key Features of Contract

A contract is an exchange of promises. In this contract, our main promise is to sell you electricity. Your main promise is to pay for the electricity you use. The other promises we exchange are summarised below:

Us		You
Supply: We will enter into this contract for the supply of electricity to your Premises.	↔	Address: You will give us the correct address of where you want power delivered to (<i>see clause 14</i>)
Standards: We aim to meet certain minimum performance standards (<i>see clause 21 or list</i>)	↔	Transport: You will enter into a contract with your local Lines Company to transport electricity to your Premises. (<i>see clause 164</i>)
Meter: We will provide you with an approved Meter (<i>see clauses 76 to 77</i>)	↔	No Tampering: You will not tamper with the Meter (<i>see clauses 98 to 100</i>)
Meter Reading: We will accurately record how much power you use (<i>see clause 88 to 93</i>)	↔	Access: You will give us reasonable access to your Premises at reasonable times (<i>see clauses 101 to 105</i>)
Prices: We will give you at least 30 days' notice before increasing our prices (<i>see clause 28</i>)	↔	Making payments and other obligations: You are responsible for paying for the services in this contract and for making sure your contractual obligations are met (<i>see clause 159</i>)
Invoices: We will send you accurate invoices (<i>see clauses 34 to 39</i>)	↔	Payment: You will pay our invoices on time (<i>see clause 45</i>)
Complaints Resolution: We will provide a free and fair dispute resolution process (<i>see clause 149</i>)	↔	Safety + Special Needs: You will inform us of any hazards or special needs you may have (<i>see clause 113</i>)
Switching: We will transfer you to another Retailer if you wish (<i>see clause 143.2</i>)	↔	Moving: You will give us [] days' notice if you are moving Premises (<i>see clause 96</i>)
Interruptions: Your supply may be interrupted for a variety of reasons (<i>see clause 119</i>).	↔	Surges: You should protect any sensitive equipment, like computers and TVs, against surges and fluctuations (<i>see clause 107</i>)



You are responsible for all the equipment between your Premises and your connection to the Network.

Information and Advice

NZ has a number of electricity Retailers. Most offer different services and prices. Compare before you commit, although you can switch to a different Retailer at any time should you become dissatisfied with your current Retailer.

For more information about different Retailers in your area or general consumer advice:

- Go to 'Power Switch' at www.consumer.org.nz/powerswitch; or
- Call the Citizen's Advice Bureau on **0800 36 72 22**.

Remember that price is not the only consideration. Quality of service can also vary among Retailers.

Key Questions

Here are some key questions for you to ask when deciding which Retailer to use:

- What price plan best suits your needs?
- How frequently can your Retailer change its prices?
- How often does your Retailer read your Meter?
- Are your invoices normally based on estimates of your consumption or actual Meter reads?
- What service commitments does your Retailer offer – eg what is its target time for answering your calls or fixing any faults?
- What compensation will you receive if your Retailer does not meet these commitments?
- Will your price stay the same even in a 'dry year' (if hydro lakes are low)?

Electricity Prices

Wholesale prices for electricity vary on a half-hourly basis. They go up when electricity use is high – for example, over breakfast and dinner times, when most people are at home using ovens, TVs and washing machines. Electricity use is also higher over winter, when more heaters are turned on.

Wholesale prices can rise very sharply if there is a potential threat to fuel supply, such as when water levels drop in our hydro lakes.

Wholesale prices fall when electricity use is low – for example, over summer, weekends and in the middle of the night.

As a customer, on most price plans you don't see these constant ups and downs in the wholesale price. We smooth out the variations by offering you a fixed price for a period.

Electricity can be a complicated business. Our aim is to make it simple for you.

[Electricity and Gas Complaints Commissioner Scheme

[delete if not applicable]

We are a member of the Electricity and Gas Complaints Commissioner Scheme and are required to meet or exceed the requirements of the Code. For more information about the Electricity and Gas Complaints Commissioner Scheme:

- Go to www.egcomplaints.co.nz]

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THE CONTRACT

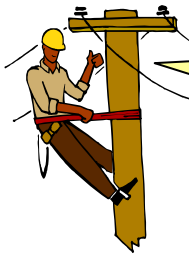
RETAILER'S WELCOME – ABOUT US

[Space for marketing pitch by Retailer]

- Who we are
- How to make contact with us

[Retailer to include details of physical address, contact phone number, facsimile number, email address and web site]

- Other (marketing) information about us



BE SAFE.

Treat all Lines as live at all times.
In an emergency dial 111.

HOW TO BECOME OUR CUSTOMER

How to apply

1. You can apply to join us by ^[delete any modes not applicable to you as a Retailer].
 - 1.1 Completing a customer application form and sending it to us at *[address]*. ¹We will respond by *[Retailer to insert]* within 2 Working Days of receipt of your application;
 - 1.2 Calling us on *[0800-Retailer]*. It will help if you have a copy of a previous electricity invoice when you call; or
 - 1.3 Registering as a customer on our web site at *[www.retailer.co.nz]*.
2. Before accepting you as a customer, we need to check that you meet our acceptance criteria. ²Our acceptance criteria are: *[Retailer to insert]*. In some cases, we need to ask for a Bond. The circumstances when a Bond will be required are set out in **clause 66**.
3. ³A contract between us is formed and you will be liable to pay our charges:
 - 3.1 When we accept your application to join us; or
 - 3.2 When you first use electricity supplied by us after you have received notice that these are the terms and conditions on which we are prepared to supply electricity to you,whichever occurs first.
4. If your application is accepted (or you use electricity supplied by us after you have received notice that these are the terms and conditions on which we are prepared to supply electricity to you) you will be bound by these terms and conditions.
5. Once a contract is formed, all electricity supplied by us to you at your Premises prior to formation of the contract is deemed to be covered by the contract and you will be liable to pay our charges for that electricity in accordance with these terms and conditions.
6. ⁴Upon you becoming our customer we will provide to you, in accordance with **clause 138**, a summary of the terms of our contract with you. This summary will include details of such matters as:
 - 6.1 our performance commitments and compensation if we do not achieve these;

¹ Paragraph 3 of the Guidelines.

² Paragraph 4 of the Guidelines.

³ Clause 3 and 4 reflect clause 23.7 of the Code and paragraphs 3 and 4 of the Guidelines.

⁴ Paragraph 7 of the Guidelines.

- 6.2 our prices and fees for our services (including any disconnection or reconnection charge) and the period for which these will remain valid;
- 6.3 any payment options for our service fees and any discount for prompt payment;
- 6.4 the frequency with which we will read your Meter;
- 6.5 rights in respect of access to your Premises (including our obligations when exercising these rights);
- 6.7 any limitations of our liability to you if we breach our contract with you;
- 6.8 who your Lines Company is who provides you with Lines Services;
- 6.9 who you should contact if there is any interruption in your supply of electricity or if you have any complaints in respect of our contract with you.

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

- 7. If you are on Premises where there are multiple connections to the Network you should register each connection with us to ensure a continual power supply.

Moving Premises

- 8. If you move to Premises we already supply and you were our customer at your previous Premises you need to tell us and give us the address of your new Premises. We may require you to re-apply to join us. We need a final Meter reading from your previous Premises and your new Premises. Your options for arranging this are set out in **clauses 96 and 97** .

Switching

- 9. If you are switching to us from another Retailer, whether you are staying in the same Premises or moving to a new Premises, we will arrange the switch with your existing Retailer. However, to complete the switch:

- 9.1 You must apply to join us under **clause 1**;

- 9.2 You must authorise us to act as your agent in connection with the transfer of any key to, and/or other security information for, your Premises from your existing Retailer.

The switch may occur within a few Days but will occur within a maximum of 23 Days. The actual date on which the switch occurs will be determined by your existing Retailer.

More than one person on the same Account

10. Any number of people may join as customers under this contract. However, each customer is individually and jointly liable for all money owing to us and all other customer responsibilities while he or she is a customer. Each such customer may exercise all rights under this contract.
11. You must advise us if you no longer wish to be a joint customer. We may require the remaining customers to enter into a new contract. If you wish to terminate this contract, you need to follow the steps in **clauses 143 and 144**.
12. When you cease to be a joint customer, you are still liable for all customer responsibilities that arose while you were a customer.
13. You may nominate a person to make decisions for you under this contract, however you are still responsible as a customer.

PROTECTING INFORMATION ABOUT YOU

Your information

14. To become our customer, we need you to provide us with certain information. We may not be able to process your application if the information is not provided. You must tell us promptly if any of this information changes.
15. ⁵We may use any information we collect and hold about you for any or all of the following purposes:
 - 15.1 To supply electricity to you;
 - 15.2 To invoice you;
 - 15.3 To carry out credit checks or debt collection;
 - 15.4 To send you notices or contact you;
 - 15.5 ⁶If you agree, for market research purposes, as set out in **clause 19.4**;
 - 15.6 To meet the requirements of the Electricity Governance Regulations and Rules and the Electricity and Gas Complaints Commissioner Scheme;
 - 15.7 To meet the requirements of the operators of the Grid or Networks or a trust or co-operative that owns that Lines Company;
 - 15.8 To address mail to new occupants c/- your name on rural delivery routes, if necessary to ensure that mail is delivered to new occupants at your old address;

⁵ Code, clause 26.1.

⁶ Paragraph 8 of the Guidelines.

15.9 [Retailer to insert any additional purposes].

16. We may record telephone conversations with you. We do this to:
- 16.1 Help train and monitor our customer service staff;
 - 16.2 Confirm our contractual commitments with you; and
 - 16.3 Help resolve any disputes.

Confidentiality

17. Information about you will be held and used by us in accordance with the Privacy Act 1993⁷.
18. ⁸Under the Privacy Act, you or any other joint customer under this contract may access and request the correction of any of the information we hold under this contract by contacting us. Our contact details are set out on page [].
19. ⁹We may also disclose information about you to:
- 19.1 Any other person who is a joint customer under this contract;
 - 19.2 Credit reporting and debt collection agencies;
 - 19.3 The Office of the Electricity and Gas Complaints Commissioner in connection with any complaint made by you;
 - 19.4 If you agree, market research companies to carry out market research for us in relation to the services under this contract¹⁰;
 - 19.5 The Lines Company and/or the trust or co-operative that owns that Lines Company so that they may pass on rebates or discounts, or prepare electoral rolls of trust beneficiaries;
 - 19.6 The operator of the Grid or Network for the running of their respective networks;
 - 19.7 Any person we are required by law to provide with information about you;
 - 19.8 [*Any other third parties*].¹¹
20. By entering into this contract, you authorise any person to provide us with such information about you as we may require in response to our queries and for any of the purposes set out above.

⁷ Code, clause 26.1.

⁸ Code, clause 26.1.

⁹ Code, clause 26.1.

¹⁰ Paragraph 8 of the Guidelines.

¹¹ If retailers know the address details of any organisation that will hold the information (e.g. credit reporting agency), Retailers are encouraged to specify that information.

OUR PERFORMANCE COMMITMENTS

21. ¹²Subject to **clause 22**, we have set ourselves the following performance commitments for our customers:

21.1 **Prompt response:** Time to receive a response from us, if you:

Phone: [x] seconds until you are speaking to a customer service representative.

Write: [x] Working Days from receipt.

Email: [x] Working Days from receipt.

21.2 **Invoice queries:** Time to correct any errors in your invoice or Meter estimates, once notified: [x] Working Days.

21.3 **Prompt invoices:** Subject to **clause 94**, we will send you an invoice based on an actual reading at least every [x].

21.4 **Faults:** Time to send a representative to investigate a fault affecting the supply of electricity to you for which we are responsible (such as faulty equipment supplied by us), but excluding faults which are the Distributor's responsibility (such as faults on the Network), once notified: [x] hours. An additional fee may be charged if you need a representative outside our normal working hours. We will inform you of any additional fee before sending a representative. If the fault is found to be internal to your Premises you may be charged the costs involved in repairing the fault.

21.5 **Meter reading:** Time for arranging a final Meter reading: [x] Working Days.

21.6 **Complaints:** Time to investigate a complaint you may make to us about our services: [x] Working Days.

21.7 **Controlled load outages:** If you have a controlled load pricing option, i.e. a price plan that allows us to remotely control the supply of electricity to some or all equipment in your Premises, your Lines Company will switch off some of your electrical Appliances (e.g. hot water cylinders and night store heaters) from time to time. We will ensure that controlled load periods are limited to those set out in our price schedule and respond to controlled load system faults within the timeframes set out below, after you have advised us of the problem.

[area 1 – incl. definition e.g. urban, rural] [0 – x hours]
[area 2 – incl. definition e.g. urban, rural] [0 – y hours]
[area 3 – incl. definition e.g. urban, rural] [0 – z hours]

¹² Paragraph 9 of the Guidelines.

22. ¹³We may be prevented from meeting the performance commitments in **clause 21** due to an act, event, omission or accident beyond our control including, without limitation, an act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, fire, flood, earthquake, lightning, storm, significant Grid, generator or Network failure, your acts or omissions or any defect or abnormal conditions in or about the Premises, or in the circumstances set out in **clauses 119.3 to 119.7**. In these circumstances, we will use our reasonable endeavours to meet the performance commitments as soon as practicable.
23. ¹⁴Subject to **clause 22**, if we fail to meet any of the performance commitments in **clause 21**, we will offer you [an appropriate reduction] in your next invoice.

OUR PRICES + FEES

Our prices

24. ¹⁵We offer a range of price plans and we can help you choose the price plan most appropriate for you. You can get a copy of our price plans for your region by:
- 24.1 Calling us and we will post it to you. Our contact details are set out on page []; or
- 24.2 Visiting our web site at [].
25. ¹⁶Some price plans may require additional Meters. You may be charged for changes you require to any Meter or other equipment required for the price plan you choose. We will advise you of any such additional costs when you choose your price plan.
26. If you join us but do not choose a price plan, we will put you on a price plan that we consider best meets your needs.

Our fees

27. ¹⁷We also charge fees for services provided under this contract. Our fees are set out in our fees schedule, which is available by:
- 27.1 Calling us and we will post it to you. Our contact details are set out on page []; or
- 27.2 Visiting our web site at [].

¹³ Code, clause 25.1 and paragraph 9 of the Guidelines.

¹⁴ Code, clause 12.2 and paragraph 9 of the Guidelines.

¹⁵ Code, clause 13.1

¹⁶ Paragraph 11 of the Guidelines.

¹⁷ Code, clause 13.1.

Price changes

28. ¹⁸We may only increase our prices (excluding fees for other services provided under this contract) after giving you at least 30 days' notice, unless we have agreed to give you more notice under an alternative pricing plan. We will give notice:
- 28.1 By [sending you a notice/emailing you/calling you/placing an advertisement in a local newspaper/posting the information on our web site.] [*Retailer to insert how price increase will be communicated. This may depend on the price plan chosen.*]; or
 - 28.2 In accordance with **clause 138** if we increase our prices by more than 5%.
29. ¹⁹If we increase our prices we will explain the reasons for the increase when we give you notice in accordance with **clause 28**.
30. If we apply a price change between invoices, we may average out the electricity you used over the period (to calculate your daily average usage) and pro rate your charges accordingly.
31. We may decrease our prices at any time without the need to give you 30 days' notice (or any notice at all).

Change in Lines charge

32. ²⁰If our invoice includes the Lines Company's charges and there is a decrease in the tariff you are charged by your Lines Company, we will detail the components of this change within three months of announcement of the change by the Lines Company.
33. ²¹If our invoice includes the Lines Company's charges and there is an increase in the tariff you are charged by the Lines Company, we will provide you with notice in accordance with **clause 28** and an explanation for the increase.

INVOICES + PAYMENT

Our invoices

34. ²²We will send you an invoice for your actual or estimated electricity use at least every month, unless the price plan you choose provides otherwise.
35. We will charge you according to your price plan, together with any relevant fees incurred under our fees schedule.
36. ²³If your price plan includes fixed charges, we will itemise these fixed charges separately.

¹⁸ Code, clause 11.1 and 11.2.

¹⁹ Code, clause 11.1.

²⁰ Paragraph 12 of the Guidelines.

²¹ Paragraph 12 of the Guidelines.

²² Code, clause 14.1 and paragraph 13 of the Guidelines.

²³ Code, clause 14.2 and paragraph 14 of the Guidelines.

37. ²⁴Our invoice may include charges for goods or services you have asked us to provide other than electricity and Lines Services (if our invoice includes the Lines Company's charges). We will show any of these additional items separately.
38. ²⁵If our invoice includes the Lines Company's charges, we will separately show both the charges for the electrical energy supplied to you and the Lines Company's charges for distribution of that electrical energy (unless your electricity use is measured by a prepayment Meter and as a result it is impracticable to show these charges separately).
39. ²⁶If our invoice includes the Lines Company's charges it will include the name of the Lines Company unless your electricity use is measured by a prepayment Meter and as a result it is impracticable to provide this information. ²⁷Our invoice will also set out a 24 hour telephone number which you may call if you think there is a fault or problem in the supply of electricity to you.

Estimated invoices

40. If your Meter has not been read for the period covered by an invoice, we will make a reasonable estimate of your likely electricity use during the invoice period.
41. ²⁸If your invoice is based on an estimate, we will say so on your invoice. If you ask, we will explain the basis of our estimate.

Delivery of invoice

42. We can send our invoices to you by post, or by sending you an email advising that it is available online. Please tell us the:
- 42.1 Method of delivery you prefer; and
- 42.2 Physical, postal, or email address you wish us to use.
43. If you are using a prepayment Meter, you will not receive an invoice, unless otherwise agreed.
44. You will be deemed to have received our invoice 3 days after we post it or the day after we email it.

Customer to pay invoice

45. ²⁹You must pay our invoices in full by the due date on the invoice, whether it is based on actual or estimated electricity use. You may not set off any of the amount you may owe to us under this contract against an amount that we may owe to you.

²⁴ Code, clause 14.3

²⁵ Paragraph 15 of the Guidelines.

²⁶ Paragraph 16 of the Guidelines.

²⁷ Code, clause 19.1.

²⁸ Code, clause 14.4.

²⁹ Code, clause 14.4.

46. If you think our invoice has an error, please contact us so we can clarify any issues. Our contact details are set out on page [].
47. If you dispute part (or all) of any invoice, you must still pay the undisputed amounts.
48. If you part pay an invoice to us and we also charge you on behalf of your Lines Company, unless you instruct otherwise or we have agreed otherwise with the Lines Company, the amount paid will be applied to the undisputed part of the invoice and will be proportionately split between the undisputed part of your Lines Company's charges and our charges.

Important advice

49. You should choose a payment option that enables you to pay our invoice on time, avoid unnecessary fees and take advantage of available discounts.
50. ³⁰If you have a debt owing to us from a previous Account, we may transfer this debt to a current Account that you hold with us. The amount owing must be paid in accordance with the terms of the previous Account, unless we agree otherwise but a default in payment may be treated by us as a default under this contract.
51. ³¹If you fail to pay our invoice, your electricity supply may be disconnected. This is explained further in **clauses 122 to 124** .
52. ³²If you are having difficulty paying our invoices, please let us know. Our contact details are set out on page []. We have policies in place that may help you manage your payments.

Payment options³³

53. You can pay our invoices in a variety of ways ^{[delete any that are inapplicable]:}
 - 53.1 By direct debit authority;
 - 53.2 By regular automatic payment of a fixed amount;
 - 53.3 By telephone transfer from your bank;
 - 53.4 By charging your credit card;
 - 53.5 By sending us a cheque;
 - 53.6 By paying in advance;
 - 53.7 By internet transfer from your bank account; or
 - 53.8 By paying at one of our authorised collection agents.

³⁰ Paragraph 18 of the Guidelines.

³¹ Code, clause 18.1.

³² Code, clause 16.1.

³³ Code, clause 16.3.

Pre-payment option

54. ³⁴If you would like to have more control over the amount of electricity you use or the sum you spend on electricity, we will offer a pre-payment option.
55. ³⁵If the prepayment option involves a prepayment meter (i.e. a meter which only allows electricity to flow into your Premises if you have paid for it in advance) and, as a result, your electricity will cost more than under other payment options, we will tell you when we offer you this option.
56. ³⁶If the prepayment option involves a prepayment meter, you may be asked to pay for a prepayment meter to be installed if one is not already on your Premises. We will tell you the installation costs when we offer you this option.
57. Please contact us if you would like to know more about our pre-payment option. Our contact details are set out on page [].

Fees + discounts

58. ³⁷Some payment options incur service fees. These are set out in our fees schedule which is available on request [or on our web site: [www.\[retailer\].co.nz](http://www.[retailer].co.nz)]. Our contact details are set out on page [].
59. We may offer a discount if you pay on time. ³⁸The details of any discount offered will be shown on your invoice.
60. Please note that:
- 60.1 The level of any discount may be less if you pay by credit card; and
 - 60.2 If your payment is dishonoured, we may charge you a dishonour fee.

Invoice errors + late invoices

61. ³⁹If our invoice is based on a Meter reading (not an estimate) and we over-charge you in error:
- 61.1 You are only liable to pay the correct amount; and
 - 61.2 ⁴⁰You can choose to have the amount overcharged refunded as a credit on your Account, paid back to you by cheque, or direct credited to your nominated bank account.

³⁴ Paragraph 19 of the Guidelines.

³⁵ Paragraph 20 of the Guidelines.

³⁶ Paragraph 21 of the Guidelines.

³⁷ Paragraph 22 of the Guidelines.

³⁸ Paragraph 23 of the Guidelines.

³⁹ Code, clause 14.1.

⁴⁰ Paragraph 24 of the Guidelines.

62. ⁴¹If our invoice is based on Meter readings (not an estimate) and we under-charged you in error, including where the Meter reading was correct but the calculation of the price we charged you was incorrect, you are only liable for the amount that should have been charged⁴², unless we undercharged you in error for more than [2] months and we could reasonably have been expected to have been aware of the error. In that case, we will only recover the amount that should have been charged for the first [2] months we have undercharged you and following that we will only recover the amount that we actually charged unless you contributed to the error, or you could have reasonably been expected to have known about the error.
63. ⁴³If we send you an invoice that is more than 2 months after the end of the period for which the bill has been issued, you will have at least the length of time covered by the invoice to pay it, in regular instalments or as otherwise agreed. If an invoice is more than 3 months late, we will negotiate an appropriate discount with you, so long as you pay our other invoices on time. However, the provisions in this clause will not apply to the extent you caused, or contributed to, the late invoicing.
64. ⁴⁴No interest is due on any amounts over-paid or under-paid in relation to incorrect or late invoices.

Payment if Meter is faulty

65. ⁴⁵Sometimes Meters are faulty and may measure more or less electricity than you actually use. If this happens, we cannot tell for sure how much power has actually been used and therefore:
- 65.1 Subject to **clause 100** you are only liable for the amount based on the quantity measured by the Meter, which measures the variable rate component of your price plan, unless you contributed to the fault, or could have reasonably been expected to know about the fault. However, you will still be liable for the fixed daily rate component of your price plan;
- 65.2 If it is apparent that your Meter has measured more electricity than you actually used and you have over-paid us, we will refund to you an amount we reasonably believe is a realistic estimate of the over-payment.

BOND

Why a Bond may be needed

66. ⁴⁶For some customers, we may at any time (at our discretion) require a Bond. A Bond is a sum of money we collect from you and hold as security against non-payment by you of our invoices. If we require a Bond the

⁴¹ Paragraph 25 of the Guidelines.

⁴² Code, clause 14.1.

⁴³ Paragraph 25 of the Guidelines.

⁴⁴ Paragraph 25 of the Guidelines.

⁴⁵ Paragraph 25 of the Guidelines.

⁴⁶ Code, clause 17

reason for our decision will be explained to you. A Bond may be required if you:

- 66.1 Do not meet our credit criteria as set out on our web site;
 - 66.2 Have a pattern of unpaid electricity invoices;
 - 66.3 Have been repeatedly late in paying your electricity invoices;
 - 66.4 Have tampered or interfered with a Meter or other electricity equipment;
 - 66.5 Have repeatedly refused or obstructed access to your Premises for a Meter reading; or
 - 66.6 Have been disconnected for any of the reasons referred to in **clauses 122 or 125** .
67. We will hold your Bond as security against any amounts invoiced and unpaid under this contract.
68. ⁴⁷If we require a Bond, the Bond must be paid to us within [x] Working Days of the date we request the Bond from you.

Amount of Bond

69. ⁴⁸Any Bond will not exceed \$75.
70. ⁴⁹Any Bond will be held in trust on your behalf in a separate account.

Repayment

71. ⁵⁰We will repay your Bond within 1 month of the following:
- 71.1 You maintaining a satisfactory payment record and not coming within **clauses 66.2 to 66.6** for 1 year (or earlier if we agree); or
 - 71.2 You switching to another Retailer or terminating our supply of electricity to you, less any amounts you owe us,
- whichever is earlier.
72. ⁵¹If we keep your Bond for longer than 1 year, we will explain why.
73. ⁵²We will repay your Bond, less any amounts you owe us, by (the choice is yours):
- 73.1 Crediting your Account with us;

⁴⁷ Code, clause 17.1.

⁴⁸ Paragraph 26 of the Guidelines.

⁴⁹ Code, clause 17.1.

⁵⁰ Paragraph 27 of the Guidelines.

⁵¹ Code, clause 17.1.

⁵² Code, clause 17.1.

73.2 Sending you a cheque; or

73.3 Paying you by direct credit to your nominated bank account.

METERS

Installation of Meters

74. A Meter measures how much electricity you use. Meters are required at your Premises.
75. If you do not have the necessary Meters, we will arrange for them to be installed. You may not install any Meters yourself.
76. Your Meters need to be suitable for the amount of electricity you expect to use and the price plan you choose. We will choose the appropriate Meters and charge you for the installation of those Meters.
77. ⁵³You must pay all costs relating to the installation of any Meters and related equipment. We will tell you the costs before Meters are installed at your Premises. You will not be charged for any installation costs where we decide to replace Meters or related equipment if the existing Meters or related equipment are suitable for your electricity use and price plan.
78. ⁵⁴In some cases, it may be necessary to upgrade your Meters if your consumption increases. We may charge you the costs of installing new Meters. We will advise you on whether any upgrade is required and the cost of the upgrade.
79. ⁵⁵If you do not own your Premises, you must get the owner's permission before any Meter or related equipment is installed.
80. No matter how it is installed, no Meter is ever a 'fixture'. This means a Meter never becomes part of the Premises. At all times, it remains the property of the Meter owner and you must not allow any security interest to be created over any Meter or related equipment.

Location and protection of Meters

81. You must provide a suitable meter-board on which we can install the required Meter or Meters, and which is easy for us to access and has a viewing panel of sufficient size for us to view the Meter registers.
82. New buildings must have Meters installed on the outside, in an easily accessible location. For single unit dwellings, this must be external to the Premises.
83. You must, at your expense, take all reasonable steps to protect any Meters and related equipment at your Premises against interference or damage.

⁵³ Paragraph 28 of the Guidelines.

⁵⁴ Paragraph 28 of the Guidelines.

⁵⁵ Paragraph 28 of the Guidelines.

84. If you could have prevented interference or damage to Meters or related equipment by exercising reasonable care, we may recover from you any costs we incur in repairing or replacing the Meters or related equipment.
85. You must ensure that Meters or related equipment are not removed or replaced without our consent.
86. You must notify us as soon as possible if you become aware that the Meters or related equipment are damaged, defective or look unsafe.
87. If you require a Meter or related equipment to be relocated on your Premises, you must use an Authorised Tradesperson to do this. Please contact us if you need any assistance.

Meter maintenance and accuracy

88. ⁵⁶We are responsible for maintaining Meters and related equipment. This includes ensuring that any Meter is accurate within industry standards.
89. ⁵⁷We may repair, test or replace the Meters or related equipment at any time and you must provide access, as set out in **clause 102**, for us to do so. We will test the Meters within [x] days if you ask us to.
90. ⁵⁸If we test a Meter, subject to **clause 92**, we will inform you of the results of the test on request and if:
 - 90.1 It is faulty and you had no part in causing the fault, we will replace or repair the Meter at our cost;
 - 90.2 It is not faulty and you requested the test, we may charge you our costs for testing the Meter provided that, subject to **clause 92**, we informed you of any extra charge you might incur if we did test your Meter, prior to undertaking this work.
91. ⁵⁹Subject to **clause 92** we will inform you prior to taking any action on your Meter which may impact on your invoices or result in an extra charge.
92. ⁶⁰Our obligation to inform under:
 - 92.1 **clause 91** does not apply where there is a safety issue, the Meter is fast, slow, or has stopped; and
 - 92.2 **clauses 90 and 91** does not apply where we have reasonable cause to suspect that fraud, theft or Meter tampering has taken place.
93. ⁶¹You are responsible for maintaining the Meter box and board on which the Meters or related equipment are located, together with any fuse board,

⁵⁶ Paragraph 28 of the Guidelines.

⁵⁷ Paragraph 28 of the Guidelines.

⁵⁸ Paragraph 28 of the Guidelines.

⁵⁹ Paragraph 28 of the Guidelines.

⁶⁰ Paragraph 28 of the Guidelines.

⁶¹ Code, clause 21.2.

main switch, internal wiring and the wires that connect your Premises to the Network.

Meter Reading

94. ⁶²We will read all Meters at your Premises in accordance with electricity industry standards and codes of practice for Meter reading and at least once every 2 months⁶³, unless:
- 94.1 The Electricity Governance Regulations and Rules require Meters to be read more frequently;
 - 94.2 We both agree otherwise; or
 - 94.3 We cannot gain reasonable access to your Meters, or you do not tell us the correct Meter location.
95. ⁶⁴You may also read your Meters yourself and give us the readings. We can decide whether or not to accept your readings. If we do not accept any of your readings, we may carry out a special Meter reading within [5] Working Days. If it turns out that:
- 95.1 Your reading was accurate, we will not charge you for the cost of our special reading; or
 - 95.2 Your reading was inaccurate, we may charge you for the cost of our special Meter reading.
96. ⁶⁵If you move to new Premises or this contract is terminated under **clause 143**, we require a final Meter reading of your Premises on or before you move to new Premises or before termination of this contract. You must:
- 96.1 give us 3 Working Days' notice of the date on which this final Meter reading will be carried out; and
 - 96.2 allow us access to your Premises in accordance with **clause 101.3** to carry out the final Meter reading.
97. ⁶⁶If you move to new Premises and wish to remain our customer or you become our customer, we require an initial Meter reading of your Premises on or after you move into new Premises or become our customer. We will agree with you how this initial Meter reading is carried out, but if we cannot agree, we will read your Meters.

Tampering with Meters

98. ⁶⁷You must not tamper with any Meters or related equipment and, for the avoidance of doubt, 'tampering' includes by-passing Meters. Tampering with Meters is dangerous and may be a criminal offence.

⁶² Paragraph 28 of the Guidelines.

⁶³ Code, clause 15.1

⁶⁴ Code, clause 14.4 (consumers should be given the opportunity of reading their own meters).

⁶⁵ Paragraph 28 of the Guidelines.

⁶⁶ Paragraph 28 of the Guidelines.

⁶⁷ Paragraph 28 of the Guidelines.

99. ⁶⁸If you are found to be at fault, we will charge you for all reasonable costs incurred in:
- 99.1 Investigating any possible tampering; and
 - 99.2 Any necessary repairs.
100. ⁶⁹If any of your Meters or related equipment have been tampered with:
- 100.1 We will invoice you for the electricity we reasonably estimate you have used;
 - 100.2 We may disconnect your Premises under **clause 125.2** ;
 - 100.3 We may terminate this contract under **clause 143** and refuse to reconnect your supply; and
 - 100.4 We may inform the Police.

ACCESS TO YOUR PREMISES

Need for access⁷⁰

101. We may need access to your Premises to:
- 101.1 Turn the electricity supply on or off;
 - 101.2 Inspect, test, install, operate, maintain, replace, or remove any equipment related to your electricity supply;
 - 101.3 Read your Meters;
 - 101.4 Find the cause of any interference with the quality of supply to your Premises or the surrounding area;
 - 101.5 Prevent harm to people or Premises from equipment for which we are responsible; or
 - 101.6 Comply with any legal obligations for which access is required; or
 - 101.7 Remove equipment related to your electricity supply or other equipment installed by us for up to [6] months following the termination of this contract.

Your obligations⁷¹

102. When access to your Premises is required you must provide us with access:

⁶⁸ Paragraph 28 of the Guidelines.

⁶⁹ Paragraph 28 of the Guidelines.

⁷⁰ Code, clause 22.1.

⁷¹ Code, clause 22.1.

- 102.1 That is safe and unobstructed, particularly from any dogs or other animals at your Premises;
- 102.2 Any time between 8am and 7pm Monday to Saturday, excluding Public Holidays (unless another time is agreed);
- 102.3 Immediately if required:
 - a. To restore electricity supply in your neighbourhood in the event of an unplanned outage;
 - b. To prevent harm to people or Premises from equipment for which we are responsible;
 - c. For scheduled Meter reading, or routine Meter maintenance of which you have been given at least 5 Working Days' notice; or
 - d. To deal with any other emergency situation involving the electricity supply; and
- 102.4 On the condition that any representative of ours has identification and provides it to you to examine on request. You should refuse access to anyone who refuses to show such identification and inform us immediately.
- 103. Except for where you must provide us with immediate access, we will give you notice under **clause 138** of our wish to gain access to your Premises.
- 104. If any equipment relating to your electricity supply or other equipment installed by us is located behind a locked door or gate, you will need to arrange for us to gain access.
- 105. ⁷²If we require a key, or other means of access to your Premises, it will be held, transferred or disposed of in accordance with our policies, which are available by:
 - 105.1 Calling us and we will post it to you. Our contact details are set out on page []; or
 - 105.2 Visiting our website at [].

Our remedies if no access⁷³

- 106. If you refuse to provide or you obstruct access as required under **clause 102** :
 - 106.1 We may charge you fees as set out in our fees schedule which is available by:
 - a. Calling us and we will post it to you. Our contact details are set out on page []; or
 - b. Visiting our website at [];

⁷² Paragraph 29 of the Guidelines.

⁷³ Code, clause 22.1

- 106.2 We may estimate your electricity use and invoice you in accordance with **clause 40** ;
- 106.3 We may disconnect you under **clause 125.3**; and/or
- 106.4 If we reasonably believe that there is immediate danger to persons or Premises, we may take reasonable steps to gain access without your permission.

YOUR OTHER RESPONSIBILITIES⁷⁴

Protection against surges or spikes

- 107. ⁷⁵Surges or spikes are momentary fluctuations in voltage or frequency and are not treated as interruptions. We strongly recommend that you install Surge Protection Devices for sensitive equipment like computers, microwaves, video recorders, televisions and other electronic devices. Contact your electrician or manufacturer for information about how to guard against surges, spikes and other fluctuations.
- 108. We also recommend that you consider taking out insurance against surges, spikes and other fluctuations or interruptions in electricity supply.

Connections, disconnections, and reconnections

- 109. Only a Qualified person may connect, disconnect or reconnect your Premises to the Network.
- 110. If you are making a new connection, or asking for a reconnection after 6 months or more of being disconnected, you need to obtain the appropriate certification from a licensed electrical inspector, or other approved service providers. You must pay any costs associated with certification. Please contact us if you would like any advice. Our contact details are set out on page [].
- 111. If you would like your Premises to be permanently disconnected, you must:
 - 111.1 Give us at least 4 Working Days' notice prior to the date on which you wish to be disconnected; and
 - 111.2 Allow us access to your Premises in accordance with **clause 101.7**.
- 112. If you would like your Premises to be temporarily disconnected (for example to allow you to carry out building work or maintenance to the Premises), you must:
 - 112.1 Give us at least 2 Working Days' notice of the date on which you wish to be disconnected and reconnected; and
 - 112.2 Pay any costs associated with the temporary disconnection and reconnection.

⁷⁴ Clauses 107 to 113 reflect the Code, clause 21.3

⁷⁵ Code, clause 12.4

Safety

113. Please contact us, or the Lines Company, if you become aware that any equipment relating to your electricity supply is defective, damaged or causing a hazard. Our contact details are set out on page [].
If you do not know how to contact your Lines Company, please ask us.
114. ⁷⁶You are responsible for maintaining your Customer Service Lines. Please contact us if your Customer Service Lines need to be repaired as we may be willing to provide this service. If we agree to repair your Customer Service Lines, we will be entitled to charge for this service and we will advise you of the cost involved before we carry out the repair.
115. Please contact us before you demolish or remove any buildings on your Premises, so we can permanently disconnect the power supply from those buildings. Our contact details are set out on page [].

OUR SUPPLY OF ELECTRICITY TO YOU

Our promise to supply

116. ⁷⁷We will supply electricity to your Premises at quality and reliability levels in accordance with current laws including the Electricity Governance Regulations and Rules and ⁷⁸technical electrical codes of practice.
117. ⁷⁹Electricity will be supplied at your Point of Connection at within 6% of 400/230 volts and within 1.5% of 50 Hertz alternating current (excluding momentary fluctuations), and in accordance with any relevant legislative requirements.
118. You need to be aware that your supply of electricity may be interrupted or disconnected for a variety of reasons, which we set out for your information in **clauses 119 to 125** .

Technical interruptions

119. Your supply may be interrupted:
 - 119.1 To maintain, replace or install equipment owned by us;
 - 119.2 To upgrade the quality of supply to your Premises or surrounding area and to connect new customers and subdivisions that depend on the same Network assets as your Point of Connection;
 - 119.3 To protect persons or Premises;
 - 119.4 For any other health and safety reasons;

⁷⁶ Paragraph 30 of the Guidelines.

⁷⁷ Paragraph 31 of the Guidelines.

⁷⁸ Code, clause 12.3.

⁷⁹ Paragraph 31 of the Guidelines.

- 119.5 To comply with proper instructions from the Lines Company, Transpower, the Electricity Commission, or any regulatory authority;
- 119.6 To maintain the safety and security of the Network in order to:
- a. Maintain a safe environment;
 - b. Prevent unexpected short term overloading of the Network;
 - c. Prevent voltage levels rising or falling outside statutory requirements;
 - d. Preserve the security of the Network or avoid or mitigate damage to the equipment of any person connected to the Network;
- 119.7 Where we or the Lines Company are called upon by a relevant authority through a regionally or nationally co-ordinated process to ration electricity in response to an anticipated shortage of electricity; or
- 119.8 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, or significant Grid, generator or Network failure, your acts or omissions or any defect or abnormal conditions in or about the Premises.
120. Before we interrupt your supply for any of the reasons in **clause 119.1 to 119.2**, we or the Lines Company will give you at least 4 days' notice of the time and expected duration of the outage⁸⁰. Notice will be given in accordance with **clause 138**. In the case of any interruption for any of the reasons set out in **clauses 119.3 to 119.8**, we will notify you as soon as reasonably practicable of the time and expected duration of the interruption.⁸¹
121. ⁸²If your supply is interrupted for any reason, including the reasons set out in **clause 119**, we will reconnect your supply as soon as reasonably practicable.

Disconnections for non-payment⁸³

122. You may be disconnected if you do not pay in full, by the due date, any amounts you owe us in relation to the supply of retail services, Lines Services (if our invoice includes the Lines Company's charges) and/or electrical energy⁸⁴. This applies to any of our invoices, including those

⁸⁰ Code, clause 20.1

⁸¹ Paragraph 32 of the Guidelines.

⁸² Paragraph 33 of the Guidelines.

⁸³ Code, clause 18.1.

⁸⁴ Code, clause 18.2

based on a reasonable estimate of your likely electricity use under **clause 40**.

123. Our right to disconnect you under **clause 122** is limited as follows:
- 123.1 If you have not paid part or all of our invoice because, in good faith, you dispute it, and you have told us why you dispute it, we will not disconnect you or commence credit recovery action⁸⁵ before the dispute resolution process has been completed⁸⁶. However, if we reasonably consider that your dispute is frivolous or vexatious, we may disconnect you;
 - 123.2 If you have not paid the undisputed part of our invoice (if any), then we may disconnect you in relation to this unpaid amount;
 - 123.3 In the case of any invoice based on a reasonable estimate of your likely electricity use under **clause 40**, we will only disconnect if it is fair and reasonable to do so in the circumstances⁸⁷.
124. If you are disconnected for non-payment, you must still pay:
- 124.1 Any amounts you owe us including reasonable costs incurred in recovering your debt to us; and
 - 124.2 Any charges for services (such as Line charges, if our invoices include the Lines Company's charges) that continue to accrue after your electricity supply is disconnected.

Disconnection for other reasons⁸⁸

125. You may be disconnected if:
- 125.1 *Theft*: There is reasonable evidence of electricity theft;
 - 125.2 *Wilful Damage*: There is reasonable evidence of wilful interference or damage by you to any equipment relating to the supply of electricity to your Premises, in breach of **clause 98** ;
 - 125.3 *No access*: Over a continuous period of [] days, you prevent us from coming onto your Premises for any of the reasons set out in **clause 101** ;
 - 125.4 *Application criteria*: You move into Premises we supply and apply to join us, but do not meet our application criteria;
 - 125.5 *Emergency access*: If you deny immediate access to your Premises for us under **clause 102.3**; or

⁸⁵ Code, clause 18.4

⁸⁶ Code, clause 18.4

⁸⁷ Code, clause 18.6

⁸⁸ Code, clause 18.1.

- 125.6 *End of contract:* This contract is terminated and you have not switched to another Retailer.

Notices of disconnection

126. Except in the case of agreed or emergency disconnections⁸⁹, we will provide for⁹⁰:
- 126.1 At least 7 days' notice of warning of disconnection before any disconnection;
 - 126.2 A further 3 days for the delivery of the notice (if given by post);
 - 126.3 A final warning no less than 24 hours nor more than 7 days before the disconnection. The final warning must provide the timeframes for disconnection. This will be a separate notice to the one provided at least 7 days prior to disconnection and can be provided via telephone, telegram, or post;
 - 126.4 If disconnection is not prevented by you and not completed within the timeframes notified we will issue another final warning no less than 24 hours nor more than 7 days before disconnection.⁹¹
127. We will take all reasonable steps to ensure that you actually receive a final warning, described in **clause 126**.⁹²
128. Any warning or notice of disconnection will include information about⁹³:
- 128.1 The reasons for the disconnection;
 - 128.2 Our dispute resolution processes;
 - 128.3 Details of how you can avoid disconnection, including where applicable, where and how you can pay the amount owing;
 - 128.4 The fee for reconnecting you (including explicit information about the additional charges, for example, any disconnection fee or attendance fee, over and above the payment of unpaid invoices, that will apply)⁹⁴; and
 - 128.5 Our policies that may help you manage your payments if you are having difficulty paying our invoices.

Disconnection charges

129. ⁹⁵Our charges relating to disconnections and reconnections are set out in our fee schedule, which is available by:

⁸⁹ Code, clause 18.7.

⁹⁰ Code, clause 18.7

⁹¹ Code, clause 18.7

⁹² Code, definition of "Provide a Final Warning"

⁹³ Code, clause 18.10

⁹⁴ Code, clause 18.8.

⁹⁵ Code, clause 18.8.

- 129.1 Calling us and we will post it to you. Our contact details are set out on page []; or
 - 129.2 Visiting our web site at [].
130. ⁹⁶Any fee we charge in relation to a temporary disconnection and/or reconnection will be no more than the amount required to meet the costs we incurred in the disconnection and/or reconnection.

Reconnection

131. Before we reconnect you, we may require you to:
- 131.1 Pay all amounts you owe us, subject to **clause 47**, including any fees (as set out our fee schedule), which may include a disconnection and reconnection fee;
 - 131.2 Pay any collection costs we incurred in obtaining payment of the amounts you owed us;
 - 131.3 Agree on a satisfactory method for paying future charges;
 - 131.4 Provide a Bond under **clause 66** ; and
 - 131.5 Provide a certificate that meets the requirements of **clause 110**.
132. ⁹⁷Once you have satisfied the requirements for reconnection we will restore your electricity supply as soon as reasonably practicable.

LIABILITY AND COMPENSATION

Consumer Guarantees Act 1993

133. The Consumer Guarantees Act 1993 (CGA) applies if you buy electricity or electricity supply services for personal, domestic or household use, not for use in trade or a manufacturing or production process. The CGA therefore applies to both electricity Retailers and Lines Companies.
134. The CGA gives you the benefit of various guarantees, including:
- 132.1 That our electricity is of acceptable quality, and is fit for the purposes for which you buy it; and
 - 132.2 That we will provide our services to you with reasonable care and skill.
135. If we breach any of these guarantees, your rights of redress are set out in the CGA.

⁹⁶ Code, clause 18.9.

⁹⁷ Paragraph 34 of the Guidelines.

Other matters

136. We and you are both liable for the actions or inactions of our respective officers, employees and agents.
137. Our liability to each other under **clauses 133 to 136** is in addition to any other amounts we may owe each other.

NOTICES

138. A notice from us to you may be:
 - 138.1 Delivered to the address to which you asked us to send notices;
 - 138.2 Posted to your last known postal address;
 - 138.3 Emailed to your last known email address, if you have agreed to have notices delivered in this manner; or
 - 138.4 Faxed to your last known fax number, if you have agreed to have notices delivered in this manner.
139. To ensure you receive the notices we send please update us with your contact details should they change.
140. Subject to **clauses 28, 126 and 141**, and provided we also comply with **clause 120** where appropriate, we may give you notice by placing a notice in your local newspaper and posting information on our web site at [www.[*retailer*].co.nz] to inform you of:
 - 140.1 Any planned interruption or disconnection of electricity supply; or
 - 140.2 Any changes to the terms and conditions of this contract.
141. ⁹⁸Notice of any change to our frequency of invoicing under **clause 34**, frequency of Meter reading under **clause 94**, or disconnection under **clause 126**, will be given under **clause 138** .
142. We are entitled to assume that a notice from us has been received by you:
 - 142.1 On the day it was delivered to the address to which you asked us to send notices;
 - 142.2 3 days after it was posted to your last known postal address;
 - 142.3 The day after it was transmitted to your last known email address or fax number;
 - 142.4 On the day after it was published on our web site, or the notice appeared in your local newspaper.

⁹⁸ Code, clause 10.2 Note: The amended Code requires that changes to the frequency of billing and meter reading must be individually communicated in writing.

TERMINATION

Termination

143. ⁹⁹This contract may be terminated:
- 143.1 By you providing us with 1 month's notice;
 - 143.2 By you switching to another Retailer;
 - 143.3 Immediately by you becoming a business customer rather than a domestic customer;
 - 143.4 If either of us breach this contract in a material way.
144. On or before termination:
- 144.1 A final Meter reading is required;
 - 144.2 You must contract with another Retailer or you may be disconnected;
 - 144.3 If you do not contract with another Retailer, you must stop using electricity and any of our other services; and
 - 144.4 You must pay in full any amounts you owe us.

Your responsibilities continue¹⁰⁰

145. Your responsibilities under this contract that are intended to apply after this contract has been terminated will continue until their purpose is served. Some examples include your obligation:
- 145.1 To pay all amounts you owe us;
 - 145.2 To provide access for us to the Meters at your Premises.

Our responsibilities continue

146. Our responsibilities under this contract that are intended to apply after this contract has been terminated will continue until their purpose is served. Some examples include our obligation:
- 146.1 To pay all amounts we owe you. For example, we may be required to repay your Bond under **clause 71**;
 - 146.2 To return your keys or transfer them to another Retailer in accordance with our policies, which are available on our web site and will also be sent to you if you contact us. Our contact details are set out on page [].

⁹⁹ Paragraph 35 of the Guidelines.

¹⁰⁰ Code, clause 21.3.

COMPLAINTS

Making a complaint

147. We are committed to giving you the best possible service. If something is not right, please call us on [0800 *telephone*]. We will do our best to put it right as quickly as possible.
148. If you remain unsatisfied, please contact our [*complaints resolution officer*] by [*Retailer to insert details including in writing, by phone, face to face, hand delivery, facsimile, email etc*¹⁰¹]. [Delete if not applicable]
149. Our complaints resolution process is free and committed to delivering fair and effective outcomes in good faith¹⁰². A written copy of our processes is available on our web site or by contacting us. We aim to meet the standards required by the Electricity and Gas Complaints Commissioner Scheme, of which we are a member. [Delete if not applicable]
150. ¹⁰³You will be treated courteously and with respect. Our [*staff*] are trained in dealing with complaints. Our [*staff*] will acknowledge your complaint within 2 Working Days (excluding time for delivery) and inform you of the steps to be taken to reach a resolution. In some cases, we may ask you to put your complaint in writing to help us better resolve your complaint.
151. ¹⁰⁴We review our complaints resolution process regularly to make sure it is delivering fair and effective outcomes for our customers.

Taking your dispute to the Electricity and Gas Complaints Commissioner¹⁰⁵

152. You may refer your dispute to the Electricity and Gas Complaints Commissioner if:
- 152.1 You are unhappy with the way we propose to resolve your dispute;
 - 152.2 Your dispute is not resolved within 20 Working Days of us receiving it and we have not written to you explaining why we need further time; or
 - 152.3 Your dispute is not resolved within 40 Working Days of us receiving it.
153. You can contact the Office of the Electricity and Gas Complaints Commissioner:

Electricity and Gas Complaints Commissioner
PO Box 6144
Wellington
Freephone: 0800 22 33 40

¹⁰¹ Clause 23.2 of the Code requires that complaints must be accepted in any reasonable form.

¹⁰² Code, clause 23.1

¹⁰³ Code, clause 23.3

¹⁰⁴ Code, clause 23.4.

¹⁰⁵ Code, clause 23.4.

Freefax: 0800 22 33 47
Email: info@egcomplaints.co.nz
Website: www.egcomplaints.co.nz

General

154. ¹⁰⁶While the Electricity and Gas Complaints Commissioner Scheme's disputes resolution process is free, you can also take your complaint to the Disputes Tribunal or through the court system.
155. Within 10 Working Days of resolving any dispute about our charges, we will credit your Account with any amount we owe you, or you will pay us any amount you owe us, unless agreed otherwise.

ABOUT THIS CONTRACT

156. ¹⁰⁷Subject to **clause 28** and **clause 141** we may change part or all of this contract by giving you at least 30 days' notice under **clause 138 or 140** in which we will explain the reasons for the changes.
157. This contract replaces any other contract you may have had with us and includes any other document referred to in this contract.
158. If any terms or conditions of this contract are ruled invalid in court, it will not affect the rest of this contract.
159. You are responsible for paying for the services in this contract and for making sure your contractual obligations are met.¹⁰⁸
160. We can transfer or assign all or any of our rights and obligations under this contract to someone else. ¹⁰⁹We will notify you of such a transfer or assignment in accordance with **clause 138**. We can also subcontract or delegate all or any of our obligations. If you are not happy with the party performing our obligations, you may switch to another Retailer or terminate this contract.
161. You may not transfer or assign any of your rights or obligations under this contract to another person unless we agree.
162. The Foreword set out on pages ii - vi above does not form part of this contract.
163. In the event of any conflict between this contract and the Code, the Code prevails. You can obtain a copy of the Code from the Electricity and Gas Complaints Commissioner's website (www.electricitycomplaints.co.nz) or we will send you a copy if you contact us. Our contact details are set out on page [].¹¹⁰

¹⁰⁶ Code, clause 23.3.

¹⁰⁷ Code clause 10.1

¹⁰⁸ Code, clause 14.1.

¹⁰⁹ Paragraph 36 of the Guidelines.

¹¹⁰ Code, clause 7.2.

Direct agreement with lines company (conveyance agreement)

164. You must comply with the terms of your agreement with the Lines Company, or in the case of a new connection to the Network, the Lines Company's standard terms and conditions.
165. Any complaints related to the services provided to you under your agreement with the Lines Company should be referred to the Lines Company.

DEFINITIONS

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

Appliance means any appliance that uses, or is designed or intended to use, electricity, whether or not it also uses, or is designed or intended to use, any other form of energy;

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

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

Code means the Electricity Consumer Code of Practice which comprises Schedule C of the constitution for the Electricity and Gas Complaints Commissioner Scheme;

Customer Service Lines means those lines that convey electricity between your Point of Connection and your Premises;

Electricity Commission means the body continued under subpart 1 of Part 15 of the Electricity Act 1992;

Electricity and Gas Complaints Commissioner Scheme means the Scheme set up under the Office of the Electricity and Gas Complaints Commissioner to provide a free and independent dispute resolution service for complainants that is binding on its members;

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

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

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

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

Line Services means:

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

Meter means a meter that measures the electricity used and includes all associated wiring and equipment;

Network means Lines (other than Customer Service Lines), equipment and plant that is used to convey electricity between the Grid and you;

Office of the Electricity and Gas Complaints Commissioner means the body that provides an independent overview of the Electricity and Gas Complaints Commissioner Scheme;

Point of Connection means a point where electricity may flow to or from your Premises;

Premises means the site to which electricity is supplied or is to be supplied to a consumer;

Qualified means legally qualified and also authorised by the Lines Company;

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

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

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

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

We, us, our means [*name of Retailer*] (and includes our representatives and contractors);

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

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