



## Terms and Conditions for Business Customers

### 1. Introduction

Welcome to **Electra Energy**. These Terms and Conditions govern the supply of energy from us to you and form part of any Agreement we have together for the supply of energy. This means it is really important you read them and if you have any questions about any of the terms or if there is something you don't quite understand please feel free to contact one of our team members who will be happy to help you. You can call us any time between 7:30 am to 6:30pm Monday to Friday on 0800 968 736.

**Electra Energy** is a trading name of Pulse Energy Alliance LP. Pulse Energy Alliance LP is a New Zealand company located at 12-16 Nicholls Lane, Carlaw Park, Auckland, New Zealand. See Contact Details at the end of this Agreement.

If you experience problems with your energy supply you can telephone us or the Lines Company at any time. The Lines Company provide a 24-hour fault notification service. For Faults you can contact your local Lines Company on 0800 567 876 24 hours per day 7 days per week.

### 2. Definitions and Interpretation

- 2.1 Some words in this Agreement have particular meanings, set out below is a list of these words and the meanings they have in this Agreement, unless specified otherwise:

**Bill, Billing, Invoice, Statement** refer to the bill We send You each month.

**Business Day** means any day except a weekend or a public holiday.

**Certified Service Provider** means a Registered Electrician but in some cases an Inspector may be required. If in doubt please call us to discuss;

**Due Date** means the date specified in your invoice as the date by which payment is required to be made.

**Energy** means electricity and/or natural gas and/or reticulated LPG

**Equipment** means meters, transformers, switches, relays, fuses and wiring or any other equipment used to supply you with energy.

**Event Beyond Our Control** means an event or circumstance that is beyond our reasonable control, and which prevents the substantial performance of our obligations under this Agreement. It includes floods, earthquakes or other Acts of God, civil commotion, malicious damage, industrial action, significant grid or network or generator failure, motor vehicle and other accidents and acts or omissions of you, the Lines Company or Meter Owner (if that is not us) and any defect or abnormal condition in the Premises;

**Lines Company** means the owner of the local lines network to which your property is connected. Your Lines Company will usually be specified on your invoice. If not, you can contact us and we will tell you who your Lines Company is.

**Meter** means a meter and associated equipment used for the measurement, storage and/or communication of energy usage information, and may include load and meter control devices.

**Meter Owner** means the person that owns the Meter situated on the Premises.

**Point of Connection** or **ICP** means the point or points at which the Premises connect to a circuit breaker, switch, fuse or other isolating device on the Lines Company's network. This is usually at the meter point. If you don't know where your Point of Connection is please contact your Lines Company.

**Premises** means the premises to which energy is supplied (or intended to be supplied), as specified in your application form or as otherwise agreed in writing with us.

**Technical Standards** means the relevant standards determined with Good Industry Practice, issued or adopted by the Distributor and amended by the Distributor from time to time, which set out the standards which must be met by Consumers Installations for continuing connection to the Distribution Network; and which, as at the date of commencement, are set out in the Distributors technical standards.

**We, us** or **our** means **Electra Energy** and includes its officers, employees and (when acting on our behalf or with authority from us): its, contractors or agents, the Lines Company, the Meter Owner, the meter reader and any of their employees, contractors or agents.

**You** means you, the Business Customer.

- 2.2 References to parties are references to the Customer and **Electra Energy** together with their successors and permitted assigns.
- 2.3 References to a statute or regulation mean reference to that statute or regulation as amended or replaced.
- 2.4 The singular includes the plural and vice versa.

### 3. Being a Customer of Electra Energy

- 3.1 Your Agreement with us (including your responsibility to pay our fees and charges) starts either when we accept your application to join us at **Electra Energy** or from the date we start supplying energy to you at your nominated Premises, whichever occurs first.
- 3.2 We may accept or decline your application at our sole discretion and in making our decision we will consider your ability to meet our payment, credit and other criteria. The information you provide to us in applying to become an **Electra Energy** customer must be accurate and not misleading to assist us in considering your application. If you provide us with inaccurate or misleading information you will be in breach of a material term of our Agreement together and we may consider disconnecting your energy supply in accordance with clause 12.1 of these terms and conditions.

- 3.3 Your pricing plan also forms part of our Agreement together. If you have not selected a pricing plan then our standard pricing for Customers of your type will apply and you can read about our pricing plans and standard pricing plans on our website [www.electraenergy.co.nz](http://www.electraenergy.co.nz).
- 3.4 You may nominate staff to operate your account and make decisions for you. You are still liable for payment and other obligations under this Agreement. We are entitled to rely on requests from your nominees.
- 3.5 If you have moved into Premises that are already supplied by us, you still need to contact us to become a Customer. If you do not contact us to become our Customer we may disconnect the Premises and you may incur charges such as a disconnection fee and the cost of energy used since you moved in.
- 3.6 If you leave the Premises and your name is on the account you must tell us and either arrange for transfer to another person at the Premises (which requires our consent) or for disconnection. If you do not do this you will remain liable to pay for energy supplied to the Premises.
- 3.7 If you have a new connection, your supply has been disconnected, or you have done work that may affect your connection, we may require you to provide us with a certificate of compliance from a Certified Service Provider before we can supply (or continue to supply) you with energy.

#### 4. Metering

- 4.1 The quantity of energy we supply to you is measured by a Meter. You must have an appropriate Meter that meets relevant industry standards on the Premises to receive energy from us. If there is no appropriate Meter at the Premises, then we will arrange for the supply and installation of one selected by us (which we may require to be a time of use, advance or smart meter). We will let you know of any charges in relation to the installation of a Meter before we start work.
- 4.2 We may at any time upgrade or replace the meter at the Premises including by installing an advance or smart meter. If we have to upgrade your Meter due to access issues then we may charge you for the cost of replacing or upgrading the meter at the Premises. We will inform you if the Meter is to be upgraded or replaced.
- 4.3 If a replacement Meter cannot be installed at the Premises because the wiring at the Premises does not comply with any applicable laws, regulations codes or standards, or because when the replacement Meter when installed, represents a safety hazard, we may require you to fix, remedy, or repair the wiring or safety hazard at your cost before a replacement Meter is installed at the Premises.
- 4.4 If we decide to upgrade or replace the Meter at the Premises for any of the reasons listed in clause 4 we will advise you of the cost of the upgrade or replacement in **writing 10 business days** in advance so you can advise us whether you wish to upgrade or have your meter replaced or you may wish to change to another provider.
- 4.5 We may require you to provide a certificate of compliance from a Certified Service Provider at your cost before the replacement or upgraded Meter is installed. We may request a copy of this certificate at any time.
- 4.6 You must not interfere or tamper with the Meter or the immediate connections to it. You must also make sure no one else interferes or tampers with your Meter or the immediate connections to it. Tampering with any Equipment may result in criminal charges being brought against you. Theft of energy is a criminal offence and you may be prosecuted. You must keep the Meter safe. If you become aware of any interference with the Meter you must notify us as soon as you possibly can but no later than **5 Business Days** after you become aware and you fully indemnify us against any loss we may incur as a result of

any interference with the Meter or any other Equipment on the Premises.

- 4.7 Under the Electricity Industry Participation Code 2010 we are required to come to the Premises and read your Meter at least once per year to ensure accuracy however we intend to read the Meter at the Premises no less than 6 times per year, provided we have access to ensure your Meter readings are accurate. We may also read the Meter for any special or final reading.
- 4.8 If we fail to read your Meter at least once per year as mentioned above in clause 4.6 we may be fined by the Electricity Authority. We will use our best endeavours to read your Meter at least once per year however you agree to indemnify us from any fine or charge imposed on us under the Electricity Industry Act 2010 for failing to read your Meter if we:
  - a) have tried to read your Meter a number of times over the course of a year (and have provided identification); and
  - b) have been unable to obtain safe and unobstructed access to the Premises at least once per year.
- 4.9 If you think that the Meter is faulty, please notify us as soon as possible. If we test the Meter and find it is accurate, we may charge you for the cost of having the Meter tested. We will tell you the likely cost of the test at the time you request it and before we begin testing. If we find that the Meter is inaccurate and producing inaccurate readings, then we will pay the cost of repairing or replacing the inaccurate Meter, and we will issue a correcting invoice. Any adjustment to our record of your energy usage will be reflected in subsequent invoices (see "incorrect invoices" below).
- 4.10 If you add to, modify or replace any Equipment on the Premises then you must notify us as soon as possible. We may require that the Meter is upgraded because of the change of Equipment supplying the Premises with energy. If this is required we will notify you of the need to upgrade and we will inform you of any charges in relation to the upgrade.
- 4.11 The Meter Owner (other than if it is us or you) has no liability in respect of the supply of energy to you under this Agreement.
- 4.12 You may read your Meter and submit the reading to us. If we accept your reading we will either amend the invoice based on our previous estimate or use it as the basis for your next invoice. If we do not accept it we may decide to carry out a special Meter reading ourselves. If as a result your Meter reading is shown to be correct, we will not charge you for the special reading. If your Meter reading was not accurate, we may charge you for the cost of the special Meter reading.  
If you read your Meter yourself, we will not be responsible for any injury or loss caused or suffered by you in doing so.
- 4.13 **Unmetered supply**, if we have agreed to supply you with unmetered energy including, for example, for private street lighting, you must pay for it in accordance with our unmetered supply rates published on our website or by Private Agreement with you.

#### 5. Access to Premises

- 5.1 You must provide us and the Lines Company and Meter Owner with safe and unobstructed access to the Premises so that we (or they) can:
  - (a) read the Meter;
  - (b) install, inspect, work on, replace or remove Equipment;
  - (c) investigate any actual or suspected damage to Equipment;
  - (d) connect, reconnect or discontinue the energy supply to you or third parties;
  - (e) investigate the cause of any interference to energy supply;

- (f) protect or prevent danger or damage to people or property; and
  - (g) as otherwise required for the purposes of this Agreement or our agreement with the Lines Company or Meter Owner.
- 5.2 We will generally exercise this access between 8.30am – 5.30pm on a Business Day but you agree to allow access outside of these hours if the matter is urgent.
  - 5.3 Our agents and employees will carry identification; identify themselves to you before entering the Premises and show identification on request. They will act courteously, considerately and professionally at all times. You may refuse access if we are not able to show proper identification on request. If you have any problems with our agents or employees please contact us as outlined in clause 23 Complaints.
  - 5.4 We will give you at least 10 Business Days' notice if we need access for construction, upgrade, repair or maintenance work. We will give you reasonable notice where we need access for other reasons (except for routine situations such as meter reading).
  - 5.5 When we access the Premises, we will:
    - (a) take reasonable steps to minimise inconvenience to you and direct impacts on the Premises; and
    - (b) comply with any reasonable requirements you have notified us about (such as not blocking driveways etc).
  - 5.6 If you do not ensure that we have safe and unobstructed access to your Premises or the Meters or fittings, or if we cannot reasonably access your Premises and/or read the Meter, we may charge you for any additional costs including any callout fees incurred by us in attempting to gain access to your Premises. Failure to provide access to your Premises to read your meter or verify the safety of the equipment may result in disconnection of supply.
  - 5.7 If you have an internal Meter you must make a meter access arrangement with us to enable us to read and maintain the Meter. We may also need a key or other security information for access to the Premises for the reasons set out above. We agree to keep the key or other security information for such access safe and secure at all times and only use it for these purposes.

## 6. Customer Information and Privacy

- 6.1 Under this Agreement we will need to collect, hold, use and disclose certain information about you in order for us to supply you with energy. You must ensure that information you provide to us is correct, complete and up-to-date to ensure we can continue to supply you with energy.
- 6.2 If you are not an individual the Privacy Act 1993 does not apply to your personal information but we will look after your personal information in the same way as if you were an individual and in accordance with our Privacy Policy which is available on request from [yourenergy@electra.co.nz](mailto:yourenergy@electra.co.nz)
- 6.3 We may disclose information about you or your account to:
  - (a) the Lines Company;
  - (b) Meter owner;
  - (c) any other person who is a joint customer under this account or whom you have authorised for such disclosure;
  - (d) the Electricity and Gas Complaints Commission in connection with any dispute;
  - (e) credit reporting and debt collection agencies;
  - (f) any other person/entity to enable us to meet our obligations or enforce our rights under this Agreement, or for some other specified purpose of this Agreement.
  - (g) any other party such as the Police or other Governmental Agency to whom we are required to disclose such information under the Privacy Act 1993.

- 6.4 We will only collect, use and disclose personal information provided by you for the purposes, as set out in our Privacy Policy, unless we have your consent or disclosure is required by law (including industry regulations and codes).
- 6.5 We have an obligation to ensure information about you is correct and may check the information or collect other information about you from other organisations or people, such as credit agencies and the Lines Company, for the purposes listed in our Privacy Policy.
- 6.6 We may record our telephone conversations with you to assist us in performing this Agreement. We will advise you whether a call is being recorded and the purpose of the recording at the time you call. If we do record a conversation, the recordings will be kept secure and may be retained for at least one year after which they will be destroyed. While we hold them you may request access to them and we will grant you reasonable access.
- 6.7 You can request a copy of all information held by us about you or your account, and may request that it is corrected if it is wrong. We will correct it (after investigation if necessary) if we find that it is incorrect.

## 7. Your Charges

- 7.1 You must pay the fees and charges specified in your pricing plan or as otherwise advised to you for all energy and other services supplied to you under this Agreement as they fall due.
- 7.2 Please contact us if you want a copy of our price list including the pricing plan you are on or information about our other charges and fees (such as reconnection charges, final Meter reading charges etc).
- 7.3 If you are likely to incur an additional fee (such as for a special meter reading) we will notify you in advance of the amount of and reason for that fee, and explain how you can avoid incurring that fee where possible.
- 7.4 If you want to change your pricing plan, please contact us. If you are on a fixed-term pricing plan this may not be possible (or may incur charges). If we agree to change your pricing plan we will make this change as soon as reasonably practicable.

## 8. Invoicing and Payment

- 8.1 We will calculate your energy charges based on an actual Meter reading or an estimate (based on previous consumption if known) of the amount you have consumed over the Billing Period. If we do not know how much energy was actually supplied to you (for example because of a faulty Meter) then we may estimate the amount of energy supplied and invoice accordingly. You can request an explanation of how estimates are calculated by contacting us.
- 8.2 Generally we will invoice you each month. Your invoice will set out the payment due and the following information:
  - (a) the amount and cost of the energy supplied to you;
  - (b) whether the invoice is based on an estimate;
  - (c) any other fees and charges applicable to you for energy;
  - (d) fees and charges for any other product or service supplied to you; and
  - (e) the GST and any other taxes or levies you have to pay.
- 8.3 We may invoice you more frequently than once a month if we consider unusual circumstances make this appropriate. If we do this, then all references to "Billing Period" and all monthly calculations will be adjusted accordingly. We will notify you of our intention to invoice you more frequently before commencing the new "Billing Period".
- 8.4 You must pay each invoice in full (including GST) by direct debit, direct credit, automatic payment or cheque to us on the Due Date. You may not deduct or set off any amounts from the amount shown on the invoice subject to clause 9.

- 8.5 Prompt Payment Discount, if you are entitled to a Prompt Payment Discount it will be shown on your invoice. A Prompt Payment Discount will only be available if we receive full payment of the specified amount shown on your invoice from you by the Due Date as shown on your invoice.
- 8.6 Dishonoured payments, if any payment made by you is dishonoured by your bank, we may charge you a dishonour fee and may reverse any Prompt Payment Discount that applied to that payment.
- 8.7 We may disconnect or suspend supply for unpaid invoices as set out below under "Disconnection".
- 8.8 We may take action to recover any overdue amount, including defaulting listing you if you default on the payment and the overdue amount cannot be recovered. Any costs incurred in collecting money owed to us by you including bank fees, credit agency fees, legal expenses and court costs are payable by you.

## 9. Disputed or Incorrect Invoices

- 9.1 If you dispute any invoice, then you must advise us before the Due Date with your reasons. You must pay any undisputed amount in full on the Due Date. We will not disconnect you or suspend your supply while there is a genuinely disputed amount and you have paid us any undisputed amount.
- 9.2 If your invoice is found to be wrong, we will credit your account for any amount we have over-charged. You will be invoiced and have to pay any amount you have been undercharged (to the extent this is reasonable taking into account whether you contributed to the error or could reasonably have been expected to know of the error).

## 10. Energy Faults

- 10.1 We will do our best to supply you with energy but we cannot guarantee that your energy supply will be continuous or fault free. There may be (planned or unplanned) interruptions to supply or voltage fluctuations, either of which may affect your property, equipment or appliances.
- 10.2 We take no responsibility for any loss or damage to your property, equipment or appliances arising from any surges or spikes.

We recommend you take steps to protect your property, equipment or appliances from electricity surges or spikes by arranging for installation of a surge protector (directly to the premises or for specific equipment or appliances), installing back-up devices and equipment and/or taking out insurance against the effects of interruptions or fluctuations. You can contact us for more information about how to protect against and minimise the risks of interruptions and fluctuations.

We are not responsible for damage caused to Equipment or to your property (including appliances), including loss of data, arising from such outages or fluctuations.

- 10.3 If there is a planned interruption to supply (for example for maintenance by the Lines Company) they will try to provide at least 3 Business Days' notice. Notice will generally be provided by letter drop. **You can call the Lines Company on 0800 567 876 for more information or contact us on 0800 968 736 and we will check on your behalf.**
- 10.4 If there is an unplanned interruption to supply (for example for a dangerous situation) we will use reasonable endeavours to minimise inconvenience to you and restore energy supply to you as soon as reasonably practicable.
- 10.5 If your pricing option allows us or the Lines Company to control the supply of energy to your Equipment, we may temporarily suspend supply without notifying you.
- 10.6 If there is a national or regional energy shortage your energy supply may be rationed.
- 10.7 We have no responsibility or liability to you for any failure to perform our obligations under this Agreement; to the extent that such failure is caused by an Event Beyond Our Control. We will resume our obligations once the

Event Beyond Our Control no longer prevents us doing so.

## 11. Equipment & Safety

### See Point of Connection Diagram on last page

- 11.1 From the Point of Connection, as shown below, you must do the following, at your own cost, in respect of Equipment:
  - (a) provide suitable space for the secure housing of any Equipment we decide is needed at the Premises for your supply;
  - (b) repair and maintain the Equipment on the Premises if it is not owned or supplied by us;
  - (c) ensure that any Equipment not owned by us complies with relevant technical standards and codes of practice, protect Equipment on the Premises from damage and unauthorised interference or removal, not encumber or use the Equipment as security in any way or to make the Equipment a fixture of Premises;
  - (d) tell us about any damage to or interference with the Equipment as soon as you become aware of it. If Equipment on the Premises is damaged or interfered with, we may charge you the estimated cost of any unmeasured supply, the cost of our investigation and the cost of repairing or replacing Equipment;
  - (e) prevent interference (whether by you or anyone else) with the supply of energy to you or anyone else; prevent the taking of energy illegally; not without prior written approval connect any generation assets to the network or use energy or Equipment unsafely. You must ensure that only qualified persons carry out any work on or affecting Equipment or energy supply;
  - (f) turn off the energy at the Premises (or allow us to do so) if we require this for one of the purposes of this Agreement;
  - (g) if you have a new connection, or your supply has been disconnected, or you have done any work that may affect your connection, we may require you to provide a certificate of compliance before we can supply you with energy.
- 11.2 You must ensure that any trees and vegetation on your Premises are kept trimmed away from all power lines and other electrical equipment (including meter boxes) as specified by the Electricity (Hazards from Trees) Regulations 2003.

## 12. Disconnection

- 12.1 We may disconnect the energy supply to the Premises if:
  - (a) we need to protect health and safety or prevent damage to property;
  - (b) you do not pay any undisputed amount owing under this Agreement on time, or if you breach any other material obligation under this Agreement. However before disconnecting you for your breach, we will notify you of our intention to disconnect you and what you need to do to fix the breach to prevent disconnection. We will give you at least 5 Business Days to fix the breach, and if you do not fix it then a final warning at least 24 hours before we disconnect you;
  - (c) we reasonably believe that the Meter, lines or fittings on your Premises have been tampered with;
  - (d) we have been unable to gain access to the Premises, through no fault of our own, for the purposes of this Agreement for more than three months;
  - (e) you have asked for your supply to be disconnected;
  - (f) this Agreement ends and is not replaced by any subsequent agreement; or
  - (g) the Lines Company requires the supply to be disconnected under its agreement with you or with us or our agreement with the Lines Company ends.

- 12.2 Except in relation to clause 12.1(b), 12.1(e) or in an emergency situation we will use our best endeavours to notify you of our intention to disconnect the energy supply to the Premises 5 clear Business Days and a final warning 24 hours before we disconnect you.
- 12.3 We will not disconnect you for non-payment of an invoice for an estimated amount, unless it is fair and reasonable to do so.
- 12.4 Any notice of disconnection will specify the day on which disconnection will occur, which will not be on a Friday, weekend day, public holiday or the day before a public holiday in your region.
- 12.5 If we disconnect your energy supply, you are still responsible for paying any outstanding debts or other sums as they become due (including costs incurred after disconnection).
- 12.6 If your energy supply has been disconnected as above and you want to be reconnected, we may (if we believe it is appropriate in the circumstances) require you to:
- pay all outstanding debts;
  - pay a bond;
  - pay a reconnection fee; and/or
  - agree to adjusted charges and terms.
- If you comply, we will reconnect you as soon as reasonably practicable.

### 13. Confidentiality

- 13.1 Each party will at all times keep confidential any Customer Specific Terms and Customer Specific Pricing Schedules, this does not include any current or future general business terms included in these terms and conditions or any general business pricing plan. Confidentiality is waived where disclosure is required for the performance of this Agreement, or by law, or with the other party's consent or the information is in the Public Domain. This clause survives termination of this Agreement.

### 14. Moving Premises or Changing Supplier

- 14.1 Unless you are on a fixed term contract (as detailed below), you may terminate this Agreement by:
- switching to another retailer. You will need to arrange supply with that retailer and notify us. We will then switch you according to industry protocols. This Agreement remains in force until the switch is completed; or
  - asking us to disconnect energy supply to the Premises. We require at least 3 Business Days' notice for this.
  - If you are moving Premises you must give us at least 3 Business Days' notice. You can apply to be supplied by us at your new Premises if it is in the Electra Network Region (Horowhenua/Kapiti), at the same time and this agreement will continue to apply (and you agree that we may add any unpaid bills you have with us from any other property to your bills for energy used at your new premises). We will need to obtain a final meter reading at your old Premises (a charge applies) and will send a final invoice to your address or forwarding address if it has been provided.
  - If you leave the Premises but another occupier is staying on and your name is on the energy account it is important that you tell us that you are terminating your account with us and if necessary make arrangements to transfer it to someone else. If you wish to transfer your account to someone else we will need to speak to that person(s) and accept them as our customer before the account can be transferred.
- 14.2 If you do not give us notice that you are moving Premises, you will have to keep paying the energy invoices for those Premises until the supply is disconnected or another person or persons becomes liable for the energy supply at the Premises.

- 14.3 You may have agreed to a fixed term contract with us (as specified in your application) in order to obtain special pricing or other benefits such as certainty. If you are on a fixed term contract early termination may attract an early termination fee.
- 14.4 We may terminate this Agreement:
- Immediately if our agreement (or, if you have a direct agreement, then your agreement) with the Lines Company is terminated;
  - Immediately on disconnection under clause 13 of this Agreement;
  - by giving you one month's written notice. If we exercise this right, you will use all reasonable endeavours to find an alternative retailer and arrange to switch to that retailer before the expiry of the notice period.
- 14.5 Before the Agreement terminates we will carry out a final Meter read (a charge may apply). Following termination we will provide a final invoice to your address (unless you notify us of a new forwarding address).
- 14.6 Clauses of this Agreement that are intended to survive termination shall survive termination, including clause 8 (payment), clause 13 (confidentiality) and clause 17 (liability).

### 15. Lines Company requirements

- 15.1 We do not own the lines network through which Electricity is delivered to you. The Lines Company owns and is responsible for the network.
- 15.2 You may have an agreement directly with the Lines Company for network services, in which case you must comply with that agreement and this Agreement will only cover the supply of Electricity (not the delivery of Electricity). In most instances, however, we have an agreement with the Lines Company to provide network services to you.
- In that case, you:
- must comply with all regulatory requirements and the Lines Company's network connection standards (available from your Lines Company);
  - must provide suitable, safe and secure space for any Lines Company Equipment required;
  - acknowledge that the Lines Company is not liable to you in relation to the supply of Electricity;
  - must not connect, disconnect or modify any Equipment to or from the network; grant the Lines Company safe and unobstructed access to the Premises and facilities as reasonably required by the Lines Company; and comply with any other terms imposed by the Lines Company to enable us to supply Electricity to you as set out in the attached Schedule of Local Network Terms (which forms part of this Agreement) or as otherwise advised to you by us.
- 15.3 You acknowledge that the Lines Company may interrupt or reduce supply to you:
- to enable it to inspect, maintain or make alterations to the network;
  - to avoid danger to persons or property or avoid interference with the conveyance of Electricity;
  - to preserve and protect the proper working of the network or the transmission network;
  - in carrying out load management;
  - for any other purpose which in the Lines Company's reasonably held opinion is required by good industry practice.
- 15.4 If you do not have your own agreement directly with the Lines Company (or if they have appointed us as their agent for collection), we will charge you for the network services provided by the Lines Company. This amount is set by the Lines Company.

15.5 The Terms and Conditions included in this Agreement in relation to the Lines Company and/or the network are for the benefit of and enforceable by the Lines Company, its directors, employees, assignees and authorised agents pursuant to the Contracts (Privity) Act 1982.

## 16. Changes to Charges and Other Terms

16.1 We may change our Agreement with you at any time, including these Terms and Conditions and our pricing plans unless you are a fixed-term pricing plan customer. We must give you at least 30 days' notice (Unless your pricing plan provides for price flexibility with a shorter notice period) of the changes and provide reasons for the changes. We may do this by either advertising in a local daily newspaper, posting the proposed change on our website, or contacting you in writing (which includes by email).

16.2 If we propose to increase our charges to you by more than 5% or make material changes to these terms and conditions then we will notify you individually in writing (letter or email) of this as soon as possible.

16.3 We are not required to notify you for:

- (a) you request a change in your fees or charges;
- (b) the fees or charges are decreased;
- (c) changes to the terms and conditions do not affect you;
- (d) the change relates to service fees like disconnection or reconnection charges.

## 17. Liability

17.1 You agree to indemnify us for all costs, losses, claims, actions, damages, expenses and demands incurred by us in relation to:

- (a) recovering amounts owed by you under this Agreement; and
- (b) as a direct or indirect result of your negligence or breach of this Agreement.

However you are not required to indemnify us in relation to any event arising directly from our own failure to comply with our express obligations under our Agreement with you, including these Terms and Conditions.

17.2 If we cause physical damage to your property by breaching this Agreement or through our negligence, and the loss or damage was reasonably foreseeable, we will either pay for the loss or damage, or repair or replace the property (at our discretion), up to a maximum of \$10,000 for any single event or series of related events. To the extent permitted by law, we will not be liable to you for any other loss or damage (whether due to negligence, breach or otherwise). In particular we will not be liable for any indirect or consequential losses, loss of profits or the like.

17.3 If we cause any physical damage to your property pursuant to clause 17.2 you are required to notify us in writing of your possible claim against us. If you fail to do so it will be at our discretion whether we cover any loss or damage.

17.4 If you cause physical damage to our property through breaching this Agreement or negligence then we will have the same rights against you as set out in clause 17.2 and 17.3.

17.5 If we receive compensation from a third party (such as the Lines Company) for losses from interruption of supply, we will pass on an appropriate portion of that compensation to you. You may ask for an explanation of how such amount is determined.

17.6 You acknowledge that if you are acquiring energy from us for business purposes then any rights or remedies you may otherwise have under the Consumer Guarantees Act 1993 are excluded by the maximum extent permitted by law.

17.7 Conditions in this Agreement which refer to the Lines Company or Meter Owner are intended to be for the benefit of, and are enforceable by, the Lines Company and/to the Meter Owner (as applicable) under the Contracts (Privity) Act 1982.

Postal Address: P O Box 650, Levin 5540

Email: [yourenergy@electraenergy.co.nz](mailto:yourenergy@electraenergy.co.nz)

## 18. Service Standards

18.1 We will supply energy to the Premises in accordance with good industry practice and protocols and codes of practice, and with the law.

## 19. Assignment & Transfer

19.1 You cannot assign or transfer your rights and/or obligations under this Agreement to any other person.

19.2 We may at any time transfer or assign all or any of our rights and obligations under this Agreement. We will provide one month's notice in writing of our intention to adding this Agreement such notice will include information about the options available to you.

19.3 We may sub-contract or delegate the performance of any of our obligations under this Agreement.

19.4 If for any reason we have or are likely to have a receiver, liquidator or other similar officer appointed we will take reasonable steps to ensure that your energy supply is not affected.

## 20. Further Clauses

20.1 No waiver of any breach or failure to enforce any rights by either party will prevent or limit that party's right to enforce this Agreement.

20.2 If any provision of this Agreement is held by a Court to be invalid, void, illegal, unfair or unenforceable, then the remaining provisions of this Agreement will remain in full force and effect and be construed so as to best effect the intention of the parties.

## 21. Notices & Communication

21.1 If you need to give notice to us under this Agreement, you must do so in writing by:

- (a) Post to: **Electra Energy**, PO Box 650, Levin 5540
- (b) By email: [yourenergy@electraenergy.co.nz](mailto:yourenergy@electraenergy.co.nz)

21.2 If you want to contact us (other than by notice required under this Agreement) you may write, email or telephone 0800 968 736

21.3 If we send a notice to your mailing address (as advised by you to us) then that notice will be deemed to have been received by you 3 Business Days after being posted.

## 22. Rights of Electricity Authority

22.1 If we commit an event of default (as defined in the Electricity Code 2010) then notwithstanding anything else in this Agreement it is agreed that the Electricity Authority (**Authority**) has the right to:

- (a) assign our rights and obligations under this Agreement to another retailer;
- (b) amend the terms of the assigned Agreement to:
  - (i) the new retailer's standard terms or such other terms as the new retailer and the Authority agree, provided that such amended terms are more advantageous to you than the retailer's standard terms;
  - (ii) include a minimum term in respect of which you must pay an amount for cancelling the Agreement before the expiry of the term.

22.2 You acknowledge that we may provide information about you to the Authority and the Authority may provide that information to another retailer if required under the Code.

22.3 You acknowledge that we may assign our rights and obligations to another retailer.

22.4 This clause 22 is for the benefit of the Authority for the purposes of the Contracts (Privity) Act 1982 and may not be amended without the consent of the Authority.

## 23. Complaints

23.1 If you aren't satisfied with our service, you can lodge a complaint by telephone, email or other written notice, to Complaints Team on 0800 968 736 or email to [yourenergy@electraenergy.co.nz](mailto:yourenergy@electraenergy.co.nz). We will work with you using our free internal complaints process to resolve any

Phone: 0800 968 736

Website: [www.electraenergy.co.nz](http://www.electraenergy.co.nz)

problem as soon as we reasonably can. If you telephone us, we may ask you to confirm your complaint in writing. We may refer your complaint to the Lines Company or Meter Owner (if that is not us) if we believe that is appropriate.

23.2 We will acknowledge your complaint within 2 Business Days and respond to it within 7 Business Days.

23.3 If you are not happy with the way we deal with your complaint, or if it has not been resolved within 40 Business Days, then you may refer your complaint to the Utilities Disputes Ltd to resolve ([www.utilitiesdisputes.co.nz](http://www.utilitiesdisputes.co.nz) or phone 0800 22 33 40 freepost 192682, PO Box 5875 Lambton Quay, Wellington 6140). This does not affect your ability to take the complaint to the Disputes Tribunal or the Courts.

## Point of Connection Diagram

