



# General Terms for Commercial Customers

Valid from: 1 March 2025

**Harnessing the sun to power a brighter tomorrow**



# General Terms for Commercial Customers

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## 1 These general terms

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- 1.1 These are the General Terms (**Terms**) which apply to the supply of Electricity to your Sites by us. These Terms will apply in respect of each Site from the date on which the supply of Electricity to that Site begins, until supply to that Site ceases and any outstanding Invoices in respect of that supply have been paid.
- 1.2 We have the right to vary these Terms on notice to you. We will give you at least 30 days prior written notice of substantive changes and at least 14 days' prior written notice of non-substantive changes (e.g. typos, grammatical corrections or administrative corrections).

## 2 How we calculate your electricity usage

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### **Meter readings**

- 2.1 Your Electricity usage will be assessed by way of Meter readings, except for any Electricity we supply to an ICP on any of your Sites on an unmetered basis, in which case your Electricity usage will be calculated as set out in clause 2.5.
- 2.2 Remotely read meters rely on good cellular or network coverage. If the meter signal is unavailable or weak, we may not be able to get a meter reading. If this happens, we may need to send you an estimated bill or visit your site to read your meter. If you do receive an estimated bill, any discrepancy between your last actual read and your next actual read would be balanced out.

### **Estimates**

- 2.3 We will notify you if we intend to send you an Invoice based on an estimate. We will base our estimate on the relevant forecast and the last month's actual meter readings. You are obliged to pay an Invoice which is based on an estimate reading.

### **Requesting meter readings**

- 2.4 You can request a special or final Meter reading at any time by notifying your Account Manager. A special or final Meter read will incur an additional fee as set out in the Agreement.

### **Unmetered ICPs**

- 2.5 If we supply Electricity to an ICP at a Site on an unmetered basis, we will calculate the amount of Electricity supplied (and what we will charge you) based on information supplied by your Distributor.

## 3 How we will bill you

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- 3.1 We will send you an Invoice at least once every month for all fees, charges and costs outlined in the Agreement, including any applicable Taxes.
- 3.2 As well as a description of the fees and charges included in your Invoice, your Invoice will include the identifier number(s) of all ICPs on your Sites and the name of the relevant Distributor.
- 3.3 We will send our Invoice to you via email. You will be deemed to have received our Invoice the day after we email you. Invoices received will be due on the 20th day of the month following the date of the Invoice.

- 3.4 If your Invoice has an error and we have charged you the incorrect amount (whatever the cause):
- (a) where we have overcharged you, we will promptly credit any overcharged amounts; and
  - (b) where you have been undercharged (to the extent reasonable and taking into account whether you have contributed to the error or could reasonably have been expected to know about it), you will be required to pay the undercharged amount to us. We will make the correction on your next Invoice.
- 3.5 No interest will be payable on any incorrect or late Invoice.
- 3.6 Any GST will be specified as an additional amount in each Invoice.

## 4 Payment

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- 4.1 You must make payment of all our fees and charges as shown on your Invoice, this includes estimates. You may not deduct or offset any amount from that shown on the Invoice.
- 4.2 If you do not make payment by the due date for payment specified on your Invoice or any other invoice we send you relating to the amounts you incur in accordance with these Terms (including any costs specified in this clause 4.2) we will be entitled to charge you all costs incurred by us in relation to the recovery of overdue amounts from you (including the recovery of any debt collection agency fees we incur from any one or more agencies used to collect amounts owing by you).
- 4.3 Your Electricity supply may also be disconnected as a result of non-payment of any amounts owing in accordance with these Terms. Our right to arrange to have you disconnected is limited as follows:
- (a) If you have not paid part of or our entire 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 action before the dispute resolution process has been completed.
  - (b) If you have not paid the undisputed part of our Invoice, then we may disconnect you and if you are disconnected for non-payment, you must still pay any amounts you owe us including reasonable costs incurred in recovering your debt to us, any charges for services (such as the fixed line charges) that continue to accrue after your Electricity supply is disconnected.
  - (c) Your supply will not be disconnected for non-payment of an estimated account.
- 4.4 Further details of the disconnection process are set out in section 8 below.

## 5 Your sites and access

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### **Your obligations relating to your Sites**

- 5.1 You must use reasonable endeavours to ensure that you, your Sites, all Metering Equipment or other equipment located at your Sites or between your Sites and your connection to the Network (where such equipment has not been provided or installed by us or any of our representatives), and all installations of such equipment comply with all statutory and regulatory requirements and codes of practice or procedures (including the Network connection standard terms and conditions and applicable use of system agreements), to the extent you are aware, or ought to be aware given the information available to you, of these requirements and the information provided by the Electricity Authority (EA) which can be found at [www.ea.govt.nz](http://www.ea.govt.nz).

- 5.2 You must comply with the Electricity (Hazards from Trees) Regulations 2003 in respect of any trees that you own that are near Lines that form part of the Network or near the grid. For more information on these regulations, please contact your Distributor (the details of which we can provide to you upon request).
- 5.3 You must also comply with regulations 30 and 93 of the Electricity Regulations 1997 in relation to any work near Lines or other electrical equipment or near the grid. These regulations include a requirement that you comply with the New Zealand Code of Practice for Electrical Safe Distances (NZECP 34:2001). Please contact us if you require further information on these requirements.

## 6 Access to your Sites

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- 6.1 We, the Meter Owner (if applicable) or the Distributor (or our or their respective employees, agents, representatives and subcontractors) (each an *Accessing Party*) may need access to your Sites for any number of reasons relating to the Network and/or our supply to you, including to turn the Electricity supply on or off, inspect, test, install, operate, maintain, replace, repair or remove any equipment related to your Electricity supply, read or maintain your Meter(s), find the cause of any interference with the quality of supply to your Site or the surrounding area, prevent harm to people or property, clear trees, vegetation or other obstacles from Lines and related equipment if the tree owner fails to do so, maintain and protect the operation of the Network, comply with any legal obligations for which access is required, ensure that you are fulfilling your obligations under these Terms and the relevant Network distribution code, and/or remove equipment related to your Electricity supply following the termination of supply in accordance with these Terms.
- 6.2 When access to your Sites is required, you must provide (and you consent to providing) the Accessing Party with access:
  - (a) That is safe and unobstructed.
  - (b) Any time between 8am and 7pm Monday to Friday, excluding Public Holidays (unless another time is agreed).
  - (c) Immediately for scheduled Meter reading or routine Meter maintenance of which you have been given at least 10 Business Days' notice.
- 6.3 If we (or our Representatives) require immediate access to your Meter outside Working Hours, we or the relevant third party will endeavour to contact you to advise of when and why we require immediate access to your Meter, regardless of whether it is located inside or outside. Situations where immediate access to your Site (without notice) may be required include:
  - (a) To restore Electricity supply in your neighbourhood in the event of an unplanned outage.
  - (b) To prevent harm to people, property or the Site from equipment that we, the Meter Owner or a Distributor are responsible for.
  - (c) To protect the Network.
  - (d) To deal with any other emergency situations involving the Electricity supply.
- 6.4 When accessing your Site, we will ensure that:
  - (a) We and our respective agents and subcontractors will take the necessary steps to minimise direct impact to your property, any inconvenience to you, and not cause any damage to your property. When accessing your property, we will act courteously, considerately and professionally at all times.
  - (b) The Accessing Party will comply with your reasonable requirements, including any health and safety requirements.

- (c) The Accessing Party will comply with the requirements of the Health and Safety at Work Act 2015, including any regulations made under that Act.
- 6.5 We and the Distributor require agents and employees to carry identification when accessing your property. They are required to present this identification on request before entering your property. You should refuse access to anyone who refuses to show appropriate identification and inform us immediately.
- 6.6 If any Accessing Party reasonably believes that there is immediate danger to persons, property or the Site, that Accessing Party may take reasonable steps to gain access without your permission.
- 6.7 If any equipment relating to your Electricity supply is located behind a locked door or gate, you will need to arrange for the Accessing Party to gain access. If we require a key or other means of access to your Site, it will be held in a secure manner with the authorised party and returned once access has been gained and is no longer required.
- 6.8 If you refuse to provide or you obstruct or fail to provide access as required by any Accessing Party we may charge you for any costs incurred to gain access to your Site or disconnect supply as detailed in clause 8.1(b).

## **7 Interruptions to your supply**

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### **Reasons your supply be interrupted**

- 7.1 The Distributor may delay, suspend, interrupt or reduce the supply of Electricity to any Point of Connection if an issue arises in relation to that Point of Connection. The Distributor will endeavour to restore the supply of Electricity to a Point of Connection where the supply has been interrupted.
- 7.2 Your Electricity supply may also be interrupted, delayed, suspended or reduced for any of the following reasons:
  - (a) To upgrade the quality of supply to your Site or surrounding area and to connect new customers and subdivisions which depend on the same Network assets as your Point of Connection.
  - (b) Inspecting, testing, maintaining, repairing or doing any alterations or additions to your Site, your installations, equipment, Meters and associated equipment, the Network, the Maui pipeline, the transmission system or any upstream production facility.
  - (c) To avoid any damage or interference, or to ensure the integrity, compliance, security and safety, in relation to the Network, the Maui pipeline and the transmission system and to avoid or mitigate damage to the equipment of any person connected to the Network.
  - (d) In the event of an emergency and to protect persons or property and/or for any other health and safety reasons.
  - (e) To ensure compliance with law and the contractual obligations of us and/or the Distributor.
  - (f) To comply with proper instructions from the Distributor (where we arrange for your supply to be interrupted), Transpower, the Electricity Authority, or any regulatory authority.
  - (g) To maintain a safe environment and the safety and security of the Network.
  - (h) To prevent unexpected short-term overloading of the Network or for any other reason beyond the reasonable control of the Distributor.
  - (i) To prevent voltage levels rising or falling outside statutory requirements.

- (j) For the avoidance of doubt, any interruption or failure to supply electricity to the grid by the Generator or its subsidiaries will not be a reason for interruption under this clause 7.2.

### **Reporting and obtaining information about interruptions to your supply**

- 7.3 If you need to report an interruption to your Electricity supply or access information about a supply interruption, you can contact your Distributor by using the faults number supplied on your Invoice. If you are unable to do this, you can contact your Account Manager.

### **What we do if we know of an interruption to supply**

- 7.4 Unexpected interruptions to your supply can happen for various reasons. After learning of an unplanned outage on the Network, we will aim to arrange for your supply to be restored as soon as practicable.
- 7.5 If, as the result of a fault, you do not receive Electricity, we will, following receipt of notification from you regarding the fault, promptly notify a subcontractor or Distributor (as the case may be) to endeavour to rectify the fault. Additional Fees may be charged for such work, but we will inform you of any additional fees before sending a representative. If the fault is found to be internal to your Site, you will be charged for the costs involved in repairing the fault. You will not be charged if the fault is found to be on the Network.
- 7.6 We will communicate the duration of planned interruptions to your supply by providing no less than 4 Business Days' notice.

## **8 Disconnection of your supply**

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### **Reasons why your supply may be disconnected**

- 8.1 In addition to disconnection as a result of a planned or unplanned supply interruption, you may be disconnected (by us or the Distributor) for the following reasons:
  - (a) Safety reasons, including where trees, vegetation or other obstacles are close to or touching Lines or related equipment so as to create an immediate danger.
  - (b) If you prevent us or the Distributor from coming onto your Site where access is required in accordance with clause 6.1.
  - (c) Where there is reasonable evidence of Electricity theft.
  - (d) Where there is reasonable evidence of a breach by you of any law, a failure by you to provide the required certification under clauses 9.4 or 9.5 or a failure to comply with any reasonable instruction or request from a Distributor or Meter Owner, or wilful interference or damage by you to any equipment relating to the supply of Electricity to your Site.
  - (e) If you generate Electricity at your Site and send it into the Network without consent from us or the Distributor.
  - (f) If you send signals or other communications through the Network.  
If you use at your Site in a way that interferes with the quality of the Electricity supplied to others or interferes with the Network and you do not stop the interference as soon as you become aware of it.
  - (g) If you threaten, bully, or harass any of our staff. This includes (but is not limited to) the use of racism, sexism, verbal, and physical abuse.
- 8.2 We may also cease supplying one or more services in accordance with these Terms if the Distributor requires your supply to be disconnected.

- 8.3 You must contact us at least 15 Business Days before you demolish or remove any buildings on your Site, so we can arrange to have the power supply from those buildings permanently disconnected.
- 8.4 We may also disconnect for non-payment if you fail to pay any fees and charges invoiced by us, if the Invoice is not in dispute and we have not allowed payment terms other than those noted in these Terms.

**What is the process for disconnection?**

- 8.5 Except in the case of agreed, emergency disconnections, or vacant disconnections, we will provide you with:
- (a) At least 7 Business Days' notice of disconnection before any disconnection occurs; and
  - (b) A final warning no less than 24 hours before the disconnection occurs. The final warning will also provide the timeframe for disconnection.
- 8.6 Any warning or notice of disconnection that we provide to you will include information about the reasons for the disconnection, our dispute resolution processes, and details of how you can avoid disconnection.
- 8.7 Disconnections will occur on a Business Day that is not a Friday or the day before a Public Holiday.
- 8.8 We may undertake the disconnection of your supply remotely via the Meter.

**How to request disconnection of your Sites**

- 8.9 If you would like any of your Sites to be temporarily disconnected (for example to allow you to carry out building work or maintenance to the Site), you must give us at least 2 Business Days' notice of the date on which you wish to be disconnected and reconnected and pay any costs associated with the temporary disconnection and reconnection, as set out in the Pricing Schedule.
- 8.10 If you would like to permanently disconnect a vacant or disconnected Site you must give us at least one month's notice prior to the date on which you wish to be permanently disconnected and provide us with access to your Site.

**Charges you may incur for disconnection**

- 8.11 Our charges relating to arranging disconnections and reconnections are set out in the Pricing Schedule.

**Reconnection of your supply**

- 8.12 If you are requesting 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 provider. You must pay any costs associated with certification.
- 8.13 Before we or the Distributor reconnect you, we may require you to:
- (a) Pay all amounts you owe us, including any fees which may include a disconnection and reconnection fee.
  - (b) Pay any collection costs we incurred in obtaining payment of the amounts you owe.
  - (c) Agree on a satisfactory method for paying future charges.
  - (d) Remedy the situation that resulted in the disconnection.
  - (e) If requested by the Distributor, pay us all fixed daily charges for your Electricity supply incurred between the date of your last disconnection and the date of that Site's reconnection, if you disconnect and reconnect seasonally (i.e. within a 12-month period).



- 8.14 Once you have satisfied the requirements for reconnection we will arrange to have your Electricity supply restored as soon as reasonably practicable.

## **9 Responsibility for equipment**

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### **Our obligations**

- 9.1 We will endeavour to ensure that equipment used in the provision of Network Services for delivery of Electricity to you (except for the equipment you are required to maintain under these Terms) is monitored and maintained by our Representatives and contractors in line with Good Electricity Industry Practice. The Distributor is responsible for maintaining the Network Services to your Site.
- 9.2 You acknowledge that the Network, including any part of the Network situated on your Site, is and will remain the sole property of the Distributor, and that no provision of these Terms nor the provision of any services by the Distributor in relation to the Network will confer on you or any other person any right of property or any other interest in or to any part of the Network or any Distributor's equipment that is used to provide any such services.

### **Metering Equipment**

- 9.3 You are responsible for:
- (a) Maintaining the electricity Meter box and board on which the Meter(s) or related equipment are located together with any fuse board, main switch, internal wiring and the wires that connect your Site to the Network.
  - (b) Informing us immediately about any Meter information you become aware of. This includes the location, upgrade or repair, removal, damage, broken seal on Meter box or main switch board, tampering, fault, no Meter display or any other matters directly relating to your Meter(s). We need to be informed as soon as possible to ensure we can act and attend to any issues regarding your Meter(s) in a timely manner. Without any notification or prior warning, we are unable to attend to a request and this can lead to extra fees being incurred, estimated Invoices, fines or continual Meter problems.
- 9.4 We may, at any time, require you (at your own cost) to supply us with a certificate of compliance issued or approved by the Distributor or your electrician which certifies that the wiring that connects your Site to the Network complies with all statutory and regulatory requirements and codes of practice or procedures (including the lines function services safety and technical requirements, available at [www.energysafety.govt.nz](http://www.energysafety.govt.nz)). If you are unable to supply us with the required certification within a reasonable timeframe, we will not be required to supply Electricity to you and you will be deemed to be in breach of these Terms.
- 9.5 We may, at any time and in our sole discretion, replace the Meter at your Site with an alternative Meter. You must not interrupt or delay any such Meter replacement. If a Meter that records half hour data cannot be installed at your Site because of non-compliant wiring at your Site or for other reasons we may require you (at your own cost) to undertake appropriate remedial work on your wiring or Meter board and/or supply a certificate of compliance (from a certified service provider) in respect of such remedial work before the installation of the meter can occur. If you are unable to undertake the required remedial work and/or, if requested, supply us with the required certification within a reasonable timeframe, and such failure may place us in breach of any of our statutory or other regulatory obligations, we may cease supply to you. We may install an aerial if there is a problem communicating remotely with your advanced Meter. We will discuss other options with you if installing an aerial does not overcome the communication issues.
- 9.6 We will arrange to have tested any Metering Equipment on your Site that we or you think is faulty. If the testing reveals the Metering Equipment is not operating within accepted industry

standards, to the extent the fault was not caused or contributed to by you, we will arrange to replace or repair it, meet the cost of the testing, and refund, or debit or credit your Electricity account with the value of our assessment of the error in the previous charges from us if the Metering Equipment has been found to be measuring inaccurately.

- 9.7 If you request a Meter test, we may charge you for the cost of the Meter testing if the Metering Equipment is found to be measuring the supply of Electricity within accepted industry standards. We will tell you the cost before undertaking the test.
- 9.8 Tampering with a Meter is dangerous and may be a criminal offence. You must act prudently with respect to Metering Equipment and must not (and must take all reasonable steps to ensure no-one) tamper or interfere with Metering Equipment at your Site, and you must tell us immediately if you become aware there may be a problem with your Metering Equipment, for example, if your Invoice is unusually low or the Meter has stopped.
- 9.9 You must ensure that the Metering Equipment is not sold, assigned, underlet, mortgaged, pledged, charged, encumbered or used as security in any way and ensure that the Metering Equipment is not and does not become a fixture or fitting on your Site.
- 9.10 You must pay for the Electricity that we estimate you would have used while Metering Equipment was not reading correctly if Metering Equipment at your Site is tampered or interfered with or bypassed, you take advantage of Metering Equipment that is inaccurate or not operating correctly, or you cause, or allow someone else to cause, any other loss or damage to us, the Distributor or Meter Owner.
- 9.11 We may also require you to pay for any costs or losses we incur in investigating the interference, replacing or repairing any damage to the Metering Equipment caused by you, or arranging to have the supply of Electricity to you ceased, restricted, limited or suspended, and/or taking legal action against you.
- 9.12 All data collected from your Meter will be owned by us, except where such data constitutes your personal information, in which case such information will be held and used by us in accordance with clause 12.

### **Other equipment**

- 9.13 You must maintain all of the equipment between your Site and your connection to the Network, including the Customer Service Lines which you must maintain in a safe condition using a suitably qualified person (except if and to the extent that the Distributor is required by law to provide and maintain those lines or the Distributor agrees to maintain the Customer Service Lines). If you are uncertain where your Point of Connection to the Network is please contact us. In most cases the Point of Connection is at the pole fuse for an overhead connection and the property boundary for an underground connection.
- 9.14 You must provide and maintain (at no cost to the Distributor or Meter Owner), suitable space for the safe and secure housing of the Metering Equipment and any Distributor or Meter Owner's equipment relating primarily to the connection to the network of ICPs at your Site.
- 9.15 You must take all reasonable precautions necessary to protect the Distributor's equipment from damage and shall not (and shall ensure that none of your employees, or any occupiers of or visitors to, the Site, including your contractors) interfere with, damage or work on any part of the Network, any Meter(s) or related equipment or any property of the Distributor. If you (or any of your employees, or any occupiers of or visitors to the Site, including your contractors but otherwise not invitees) do damage any equipment of the Distributor or Meter Owner (or any of their contractors, representatives or agents), you will pay the cost of making good the damage to us, the Meter Owner, Distributor or other third party (as applicable).
- 9.16 You will follow the reasonable directions of the Distributor and any critical contingency operator to ensure the integrity, efficiency, security and safety of the Network and Distributor's equipment (including providing the Distributor with a reasonable opportunity to recover its equipment prior to any planned destruction of your Site).

- 9.17 If we or the Meter Owner (or any of our representatives) make an appointment with you to install, connect, test, inspect, maintain, repair, replace, alter, service, clean, disconnect or remove any Metering Equipment or other equipment on your Site (or connecting your Site to the Network) and you miss the appointment, we may acting reasonably and having regard to the circumstances around your failure to attend the appointment pass on to you the reasonable charges incurred by us as a result of you missing the appointment and/or organising and attending another appointment.

## 10 Dangerous situations

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- 10.1 The electricity Lines that supply Electricity to your Site and the grid are live. If you touch them or the bare conductors that connect them to the Site, you may be seriously injured or killed. Before you do any work near electricity Lines, arrange with your Distributor to identify any problems or disconnect the supply. You should contact Transpower before doing any work near the grid.
- 10.2 For your own safety, we suggest that you contact a professional tree trimmer before attempting to remove tree branches and vegetation from or near electricity Lines and related equipment.
- 10.3 The equipment used to supply Electricity to you has a limited capacity. You must inform us if you expect to substantially increase the amount of Electricity you use, in accordance with the procedure outlined in the Agreement.
- 10.4 Surges 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.
- 10.5 Only a qualified person may connect, disconnect, or reconnect your Site to the Network.
- 10.6 For more information on electrical safety matters, contact the Energy Safety Service [www.ess.govt.nz](http://www.ess.govt.nz) or [www.ea.govt.nz](http://www.ea.govt.nz).
- 10.7 If you send or receive signals over the Network and/or you wish to generate electricity at your Site and it is possible to send it into the electricity Network, you must obtain prior consent from us and your Distributor.
- 10.8 You must ensure that the way you use Electricity at your Site does not interfere with the quality of the Electricity supplied to others or interfere with the Network. If it does, you must stop the interference as soon as you become aware of it. You will also be deemed to be in breach of these Terms if you have become aware of the interference and do not stop it.

## 11 Potential liability and indemnity of each of us

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### **Consumer Guarantees Act**

- 11.1 You agree that the warranties and guarantees in the Consumer Guarantees Act 1993 (CGA) will not apply to you (and that you will have no right to make a CGA related claim against us or the Distributor) in respect of the supply to you in accordance with these Terms.

### **Damage to your property or Site**

- 11.2 Subject to clause 11.4 below, we shall be liable to you for the direct costs incurred in repairing or replacing your property or Site (as applicable) where (and only to the extent) our or any of our contractors, suppliers, representatives or agents (excluding any Distributor, in respect of which liability is dealt with in clause 11.8 below) actions or omissions undertaken in connection with these Terms have directly caused damage to your property or Site. This shall constitute our only liability to you in relation to damage to your property or Site under or in connection



with these Terms, except to the extent liability cannot be excluded by law.

- 11.3 Our maximum liability to you for any damage to your property or Site shall not exceed \$10,000 per event, and where we are liable to you under clause 11.2 as a result of the actions or omissions of any of our contractors, suppliers, representatives or agents, our maximum liability to you for the damage to your property or Site (for any event or related series of events) under clause 11.2 is limited to the amount we recover from our contractors, suppliers, representatives or agents (less any costs incurred by us in connection with such claim). We may choose to repair or replace any damaged property or Site up to the same maximum amount, instead of paying cash to you.
- 11.4 If you wish to seek compensation for damage to your property or Site caused by us or any third party in connection with the supply of Electricity under these Terms, you must write to us within two months of becoming aware of the event occurring. If you have not written to us within this two-month period to advise us of a possible claim, neither we (nor any third party) will be required to cover any loss of, or damage to, your property or Site. Upon receipt of notification from you under this clause, we will review your claim as soon as practicable and notify you of the outcome of that review. If you are entitled to compensation, we will explain how the compensation amount was determined and the person who is liable to you for it.

#### **Limitations on the liability of third parties to you**

- 11.5 In order to supply Electricity to you in accordance with these Terms, we are reliant on the supply of such Electricity and other services from upstream suppliers (including Distributors). As such, we have certain obligations we must adhere to in respect of those suppliers, including protecting them against claims from our customers (other than those that you have a legal right to make) and ensuring rights of access to our customers' Site to provide those suppliers with the ability to ensure the safety, security and integrity of the Network (and associated equipment) and other customers on the Network.
- 11.6 Other than as expressly provided for in these Terms (including under clause 11.2 above), the liability of each Distributor, Meter Owner and the owner/operator transmission system (and each of our and their directors, employees, contractors, agents and representatives), including any liability in tort (including negligence), breach of statutory duty, equity or otherwise, is excluded to the maximum extent permitted by law.
- 11.7 Subject to any rights you may have under the CGA, you acknowledge and agree that you may not (and shall not) take any action directly against any of the Distributor, Meter Owner or the owner/operator of the transmission system (or any of their directors, employees, contractors, agents or representatives) for any loss, liability, cost or damage you suffer or incur in connection with the supply (or non-supply) of Electricity to you under or in connection with these Terms.
- 11.8 If you believe that a Distributor has caused you loss or damage, you should advise your Account Manager. We may, acting reasonably, seek to try to recover from the Distributor the amount of any loss or damage you claim to have suffered. If we recover anything from the Distributor that is directly applicable to the loss or damage you have suffered we will pass through to you the amount so recovered (less our reasonable costs of recovering such amount). If the amount we recover from the Distributor relates to more than one customer, we will distribute the amount recovered (less our reasonable costs of recovering such amount) in proportion to each customer's identified loss. Other than passing on any such amounts to you, we will have no liability to you in respect of any acts or omissions of any Distributor (or any of its employees, contractors, agents or representatives).
- 11.9 If, despite clause 11.7 above, the Distributor is liable to you, the liability of the Distributor shall be reduced by an amount (if any) for which we are liable to you in respect of such claim (or series of claims).
- 11.10 Without limiting the above limitations of liability, neither we (nor the Distributor, Meter Owner or any of our or their employees, contractors, agents or representatives) will be responsible for

any damage caused to sensitive appliances, including loss of electronic data, arising from momentary surges, spikes and other fluctuations or interruptions in the voltage or frequency of the Electricity supply, or any loss or damage caused by you failing to switch off any appliances at your Site prior to reconnection.

- 11.11 To the extent permitted by law, none of the Distributor, Meter Owner, the owner/operator of the transmission system (nor any of our or their employees, contractors, agents or representatives), will, in any circumstance, be liable to you or anyone else for any personal injury or death of any person, any special, indirect or consequential losses, loss of data, loss of business, profits, goodwill, reputation, contract or use, or other similar losses, or any loss or damage arising from a circumstance beyond that person's control (a force majeure event) whether or not the possibility of such loss or damage could have been reasonably foreseen.
- 11.12 The limitations of liability set out in this section or elsewhere in these Terms extend to our employees, agents, sub-contractors, the Meter Owner and any Distributor (and any of their representatives and contractors) for the purposes of the Contract and Commercial Law Act 2017. The other provisions in these Terms that refer to the Distributor and/or the Meter Owner (or any of their representatives or contractors) are intended to be for the benefit of, and are enforceable by, the Distributor or Meter Owner or any of their representatives or contractors (as applicable) under the Contract and Commercial Law Act 2017.

### **Third party contracts**

- 11.13 In order to arrange the supply of Electricity to you in accordance with these Terms, we have contracts with third parties (including Distributors). You agree that:
- (a) You will not knowingly do anything that would cause us to be in breach of our arrangements with these third parties which you know about or which you ought to know about, given the information available to you, and you will comply with the reasonable requirements of such third parties relating to the supply of Electricity to you (including providing information and access to property and the Site as requested from time to time).
  - (b) You will be responsible for all direct losses suffered by us under or in connection with any third party contract that arises out of or in connection with any breach of these Terms by, or negligent act or omission of, you (or any of your contractors) under or in connection with these Terms and/or the supply of Electricity to you.
- 11.14 You will be responsible to the Distributor for any direct loss or damage to the extent caused or contributed to by your (or any of your officers', employees' or agents') fraud, dishonesty or wilful breach, arising out of or in connection with the services provided by the Distributor under the relevant use of system agreement.
- 11.15 If you enter into any agreement or other arrangement with any third party relating to the control of your load, you will:
- (a) ensure that the load is not already controlled by the Distributor;
  - (b) ensure that the third party does not interfere with or damage any load control systems owned by us or the Distributor;
  - (c) in the event that any damage or loss is suffered or incurred by us or the Distributor as a result of the actions (or omissions) of the third party, ensure that the third party promptly remedies (at its own cost) any such loss or damage;
  - (d) ensure that the third party makes the load available to the Distributor to enable the Distributor to fulfil its obligations as an asset owner and meet the service standards applicable to distribution services; and
  - (e) prior to controlling any load, the third party enters into an agreement with the Distributor containing the protocols for the use of the load and such other terms required by the Distributor.

## 12 How we deal with your personal information

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- 12.1 Information about you will be held and used by us and/or the Distributor in accordance with the Privacy Act 2020. Under the Privacy Act, you may access and request the correction of any of the information we and/or the Distributor hold in accordance with these Terms.
- 12.2 In addition, you or a person you authorise can request from us information used by us to calculate the amount of electricity conveyed to or from you at each ICP and information used by us to provide a service to you about the amount of electricity conveyed to or from you at each of the ICPs, provided that we either are supplying or have during the then previous 24 months supplied, electricity to you at those ICPs. There is no cost to you in receiving this information, except if you (or any person you authorise) has made four or more previous requests for similar information in the then previous 12 months, in which case we may impose a reasonable charge for providing this information. You or your representative may make a request for such information by contacting us.
- 12.3 We and/or the Distributor may also use any information we and/or the Distributor collect and hold about you for any or all of the following purposes:
- (a) To arrange the supply of Electricity to you.
  - (b) To Invoice you.
  - (c) To carry out credit checks or debt collection.
  - (d) To update or maintain credit information and files held about you (including reporting on your payment history), which may be accessed by customers of credit reporting agencies.
  - (e) To send you notices or contact you.
  - (f) In relation to any dealings we and/or the Distributor have with your alternative contact/s.
  - (g) To meet the requirements of the Electricity governance regulations and rules.
  - (h) To meet the requirements of the Distributor, the operators of the grid or Network or a trust or co-operative that owns that Distributor.
  - (i) To contact the Distributor and/or the trust or co-operative that owns that Distributor so that they may pass on rebates or discounts or prepare electoral rolls of trust beneficiaries.
  - (j) To communicate with the operator of the grid or Network for the running of their respective networks.
  - (k) To ensure compliance with any of our and/or the Distributor's health and safety obligations.
  - (l) To verify the authority of any third party who requests information about your consumption of electricity on your behalf (as set out in clause 12.2), and if verified to supply them with such information requested (as set out in clause 12.2).
  - (m) To contact any person, we and/or the Distributor are required by law to provide with information about you.
  - (n) 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.
  - (o) To verify your identity when you contact us and/or the Distributor.
  - (p) To communicate promotional material to you from time to time.
  - (q) For any other purpose or use specifically set out in our Privacy Policy.
- 12.4 You authorise any person to provide us and/or the Distributor with such information about you as we and/or the Distributor may require in response to our and/or the Distributors' queries for any of the purposes set out above.



- 12.5 We and/or the Distributor may record communication with you and your representatives.
- 12.6 We do this to help train and monitor our customer service staff, to confirm our contractual commitments with you, to help resolve disputes and for market research purposes.
- 12.7 To get access to information about how we and/or the Distributor collects and stores information about you, please contact us.

### 13 Other terms

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- 13.1 If, for any reason, we have or are likely to suffer an Insolvency Event, we will take all reasonable steps to ensure continuity of your Electricity supply.
- 13.2 The Electricity Authority may assign our rights and obligations under these Terms to another retailer if we have committed an event of default (as that term is defined in the Electricity Industry Participation Code 2010), and we may be required to provide information about you to the Authority (who may pass that information on to the other retailer).
- 13.3 In the event of any conflict between these Terms and the Electricity and Gas Commissioner Complaints Scheme (the "Scheme"), the Scheme prevails. You can obtain a copy of the Scheme from Utilities Disputes Limited. ([www.utilitiesdisputes.co.nz](http://www.utilitiesdisputes.co.nz)).
- 13.4 Nothing in these Terms shall create, constitute or evidence any partnership, joint venture, agency, trust or employer/employee relationship between us, and neither of us may make, or allow to be made, any representation that any such relationship exists. Neither of us has the authority to act for, or to incur any obligation on behalf of, the other, except as expressly provided for in these Terms.
- 13.5 We will each take all steps, execute all documents and do everything reasonably required by the other party to give effect to any of the transactions contemplated by these Terms.
- 13.6 If at any time any provision of these Terms is or becomes illegal, invalid or unenforceable in any respect that illegality, invalidity or unenforceability shall not affect the ability of either of us to enforce the remaining provisions of these Terms and we shall both use all reasonable endeavours to agree a replacement or alternative provision that gives the same effect was intended by the invalid provision.
- 13.7 No waiver of any breach, or failure to enforce any provision, of these Terms at any time by either of us shall in any way affect, limit or waive the right to enforce and compel strict compliance with the provisions of these Terms at a later date.
- 13.8 Any provisions of these Terms which, by their nature, should survive the termination of these Terms or the supply of Electricity to a Site including clauses 4, 5, 11, 12, 13 and 14 shall survive the expiry or earlier termination of these Terms or the supply of Electricity to a Site in accordance with these Terms.
- 13.9 These Terms are governed by and construed in accordance with the laws of New Zealand. Subject to the 'Disputes Resolution' provisions of the Agreement, each party irrevocably submits to the non-exclusive jurisdiction of the New Zealand courts for the purpose of hearing and determining all disputes under or in connection with these Terms.

## 14 Feedback or complaints

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- 14.1 You can provide feedback on the services you receive by contacting us by phone or email.
- 14.2 You have the right to make a complaint about our service. Our staff will acknowledge your complaint within 2 Business Days either verbally or in writing 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 resolve your complaint more effectively.
- 14.3 Our complaints resolution process is free and we are committed to delivering fair and effective outcomes in good faith.
- 14.4 We aim to meet the standards required by the Utilities Disputes Scheme, the free and independent dispute resolution service, of which we are a member.
- 14.5 You may refer your dispute to the Utilities Disputes Commissioner if:
  - (a) you are unhappy with the way we propose to resolve your dispute.
  - (b) your dispute is not resolved within 20 Business Days of us receiving it and we have not notified you explaining why we need further time.
  - (c) your dispute is not resolved within 40 Business Days of receiving it.

Utilities Disputes Limited  
PO Box 5875  
Freepost 192682  
Lambton Quay  
Wellington 6140

**Free phone:** 0800 22 33 40

**Email:** [info@utilitiesdisputes.co.nz](mailto:info@utilitiesdisputes.co.nz)

**website:** [www.utilitiesdisputes.co.nz](http://www.utilitiesdisputes.co.nz)

- 14.6 Unless otherwise agreed with a Distributor, we will refer all lines of complaints arising in relation to these Terms to the relevant Distributor to manage and resolve.

## 15 Definitions

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<i>Accessing Party</i>	Is defined in clause 6.1.
<i>Account Manager</i>	The account manager for your account notified to you by us from time to time.
<i>Act</i>	The Electricity Industry Act 2010.
<i>Agreement</i>	The Corporate Renewable Energy Supply Agreement between us, which incorporates these Terms (as they are amended from time to time).
<i>Business Day</i>	A day on which banks are open for general banking business in Auckland, New Zealand, other than a Saturday, Sunday, or public holiday (as defined in the Holidays Act 2003).
<i>Code</i>	The Electricity Industry Participation Code 2010.
<i>Customer Service Lines</i>	The Lines that convey Electricity between your Point of Connection and the Sites.
<i>Distributor</i>	A person who supplies Network Services to any other person or persons (and includes the Distributor's representatives or contractors) but excluding any member of the Lodestone Group which owns or operates a solar farm.
<i>Electricity</i>	Has the meaning given to that term in the Code.
<i>Electricity Authority</i>	The Electricity Authority established under the Act.
<i>Good Electricity Industry Practice</i>	The exercise of that degree of skill, diligence, prudence, and foresight that reasonably would be expected from a skilled and experienced person engaged in the New Zealand electricity industry.
<i>GST</i>	Goods and services tax chargeable, or to which a person may be liable, under the GST Act.
<i>GST Act</i>	The Goods and Services Tax Act 1985.
<i>ICP</i>	The installation control point for a Site, which is a physical Point of Connection on a local Network or an embedded Network at which Electricity will be deemed to be supplied to you.
<i>Insolvency Event</i>	Is defined in the Agreement.
<i>Invoice</i>	The invoice we send you each month, which will be a 'Tax Invoice'.
<i>Lines</i>	Works that are used or intended to be used for the conveyance of Electricity and includes Customer Service Lines.
<i>Lodestone Group</i>	Lodestone Energy Limited and its subsidiaries.
<i>Meter</i>	An Electricity Authority approved measurement device that measures the Electricity used or generated at a connection point and includes all associated wiring and equipment.
<i>Meter Owner</i>	A person who owns or controls a Meter.
<i>Metering Equipment</i>	The metering and other equipment which is used to measure and/or provide information about your Electricity consumption, generation (and, if appropriate, demand) of energy, including any covering for such equipment, and meters, loggers, communication devices, relays, current transformers, voltage transformers and any other equipment required to measure energy usage, and includes an advanced meter and the metering communications network.
<i>Network</i>	Lines (other than Customer Service Lines), equipment and plant that is used to convey electricity to your Point of Connection.
<i>Network Services</i>	All services related to supply of Electricity to your Points of Connection over the Network.



<i>Point of Connection</i>	The point at which the responsibility for Electricity supply equipment transfers to you.
<i>Privacy Policy</i>	Our privacy policy (as amended from time to time), which is available on our website.
<i>Public Holiday</i>	Is defined in the Holidays Act 2003.
<i>Site</i>	A site of yours to which Electricity is supplied or to be supplied in accordance with these Terms.
<i>Tax or Taxes</i>	All forms of tax including all present or future statutory or governmental taxes, levies, royalties, imposts, duties and rates, whether direct or indirect, and whether imposed in New Zealand or elsewhere.
<i>Tax Invoice</i>	Is defined in the GST Act.