



## Terms and Conditions for Energy Supply

### Introduction

This agreement sets out the standard terms for the supply of energy and provision of other services by Prime Energy Limited to you. This agreement is effective from 01/12/2014 and unless we have agreed and executed a non-standard agreement with you they replace any previous standard terms on which we supplied energy to you.

The agreement describes our commitment to provide you with a safe and reliable energy supply. It also commits us to provide you with a professional and efficient service delivered in a fair and respectful way. It also sets out the responsibilities you have in return.

### Our agreement with you

Our agreement with you includes these terms and conditions and is also subject to all statutes, codes and regulations relating to energy supply.

Where we (or a related company) own the building you are a tenant in, if you decide to purchase energy from someone else, your agreement with us will continue if we provide the line services in the building.

### The agreement may be changed by us

We may change these terms and conditions at any time. Before we make any change we will give you at least 1 month's notice. This notice may be by letter to you, or through a newsletter, or on your bill. If you don't get notice of the change, your agreement will still change. Before any significant change to these terms and conditions, or before they are replaced, we will give you, in a newsletter or in some other practical way, the proposed changes, or replacement terms and conditions, for your comment. We will also give you a time within which you may make comments and suggestions. All comments and suggestions received by us will be considered before the changes, or the replacement terms and conditions, are adopted.

### Agreement commencement

By remaining or becoming a customer of ours after the effective date of this agreement you agree to be bound by the terms and conditions of this agreement. You will only be liable for charges from the date the agreement commences or your occupancy or tenancy of the premises (unless another date has been agreed). We will endeavour to commence the supply of our services on the date agreed or otherwise as soon as it is possible. If you move into a property/tenancy (apartment or otherwise) currently supplied by Prime Energy you will be deemed to be a Prime Energy customer.

### Bonds

It may be necessary for us to ask for a bond when you make an application for supply or for us to continue to supply you with energy, if you have not maintained a satisfactory payment record with us. We will provide you with the reasons why we require a bond.

The bond will:

- depending on the circumstances, be required upon invoice with normal payment terms or before reconnection if you have been disconnected for non-payment of your account;
- conform with the requirements of the code, industry guidelines and any other appropriate regulations;
- for electricity only residential customers not exceed \$150;
- If you are a commercial customer this will be an amount agreed with you;
- not bear interest;
- be repaid to you by cheque or by crediting your account after 12 months if you have kept a satisfactory payment history with us. We may at our discretion repay the bond sooner if regular direct debit payments have been made that meet our reasonable requirements. In some situations if you have not kept a satisfactory payment history with us we may hold your bond longer than 12 months but we will explain the reasons why to you; and
- be transferred to your new account if you move and continue as one of our customers. If you do not continue as a customer of ours the bond will be credited against your final account and the balance, if any, paid to you by direct credit to your bank account or by cheque if appropriate.

### Your responsibilities

You agree:

- To pay our accounts on time, by the due date.
- To provide us correct information.
- To notify us if you are planning any significant increase in your use of energy.
- Not to tamper or interfere with any of our meters, lines or equipment, and not to allow anyone else to do so on your premises or property.
- To use energy safely.
- Never to interfere with anyone else's energy supply.

Never to let energy supplied to your premises or property be used at any other address. To allow our meter readers (who will carry proof of identity which you may ask to see) to enter your premises or property, at least three times during the year, to read the meter, at any time during normal working hours or at any other time arranged.

To allow our service people (who will carry proof of identity which you may ask to see) to enter your premises or property to inspect, repair, install, replace, test or remove, any lines or equipment, at any time arranged for such purpose (or if there is an emergency as soon as the relevant people can be there).



## Our responsibilities

We agree:

- To supply you with your energy requirements in accordance with this agreement.
- To supply you with a safe, reliable, and good quality energy supply service in accordance with good industry practice in New Zealand, and any relevant industry protocols and codes of practice (but we cannot guarantee of an uninterrupted supply).
- To repair any faults for which we may be responsible, as quickly as possible.
- To help you resolve any questions or complaints which you may have, about your account with us, or about our service, as quickly as possible.
- To comply at all times in a manner consistent with any applicable regulations in regards to energy supply.

## No guarantee of uninterrupted supply

We do not promise uninterrupted energy supply. However, if your energy supply is interrupted, we will do our best to restore supply as quickly as possible.

## Ownership and responsibility

You own and are responsible for the energy you use from the point of supply. (A point of supply is any point at which the lines, fittings, and equipment at your premises connect to a circuit breaker, switch, fuse, or other isolating device on the network). Your electricity point of connection is usually the fuse on the power pole or underground service pillar nearest your premises boundary. In an apartment building this may be at a fuse on the meter board. If you are not sure where your point of connection is please contact the network owner or us who will be able to take steps to clarify it for you.

Ownership of energy meters and metering equipment remains at all times with us, the meter owner or the owner of your building (as the case may be) unless otherwise agreed.

## Reading meters and sending your invoices

We will read your meter in accordance with the code and any applicable regulations. As long as we have access we will endeavour to obtain meter readings each month.

Each month, unless otherwise agreed with you, or you are on a prepaid option, we'll send you an account for payment. This account will normally be paper based but could be in electronic form if we have agreed. Your account will list the previous month's transactions as well as the current month's energy charges and usage (or estimated usage), service fees (if applicable) and charges for other services (if applicable) that we have provided to you. If you are in an area where the network owner does not invoice you directly the account will also include the network owner's charges that are charged either by the network owner to us, or charged by the network owner to you and included in our account. Our account will also include the identifier numbers of all installation control points that are covered by the account and the name of the network owner who your equipment is connected to.

We will ensure that reasonable skill and care has been applied in compiling the invoice so that the details contained in the invoice are accurate. If your meter is not read for any reason we will estimate the use of energy at your premises

for the purpose of preparing your monthly invoice. The invoice will clearly state that an estimate has been used. If you would like an explanation as to how estimates are calculated please call us on 0800 402 403 and we will provide that to you. Adjustments will be made in any subsequent invoice to reflect the actual usage once the meter has been read. If you receive an estimated account and would prefer to pay on an actual reading, simply give us a call with your meter reading as soon as possible and we will post or email you an up-to-date account. Alternatively you can call in your reading.

If we become aware of any error on your account we will promptly refund or credit any amount that has been overcharged to you. If you have underpaid because of a meter or meter reading error we may invoice you for that underpayment. The amount we charge will take into account whether we or you contributed to the error, or could reasonably have been expected to know of the error, and in any event we will comply with the code and any applicable regulations.

## Paying your invoice

You must pay each invoice in full by the due date, without deduction or set-off, whether the invoice is based on actual or estimated usage. If more than one person has requested us to supply energy to your premises then you will be jointly and severally liable for payment of the invoice.

A number of payment options are available. You can pay your account pay by direct debit, automatic payment, by telephone transfer from your bank or by cheque. You can find out more about the available options by phoning us on 0800 402 403 and we can explain them to you. If any currently offered payment options are to change we will give you at least 30 days advance notice. The notice will explain why the changes have been made and provide you with information on how the change may affect you. We will also advise of any alternative payment options that are available to you at that time.

If we are unable to provide you with a prepayment meter option, we will provide you with the contact details of other companies that offer that service if there is such a service offering in your location. We may have other options that may suit so please call us on 0800 402 403 to discuss.

If you are not responsible for the lateness of an invoice:

- and the invoice is provided more than two months after the end of the period that it covers you will by arrangement have at least the length of time covered by the invoice to pay it; or
- the invoice is more than three months late we will negotiate an appropriate discount with you.

No interest is payable on incorrect or late invoices.

## Prices, charging, and payment

We will charge you for energy and any other services at the rates detailed on our pricing plans.

Where an alternate plan is available you may change your pricing plan with us at any time (subject to qualifying for that

alternative plan). If there are no metering or other practical restrictions we will change your pricing plan within 5 working days. If you request a change to be made to your pricing plan this may incur a service fee. These fees may change from time to time.

You can get a copy of the latest pricing plans and service fees by calling us on 0800 402 403 and we go through them with you and if you request we will also post them to you.

Some price plans may require additional Meters. You may be charged for changes you require to any Meter or other equipment required for the price plan you choose. We will advise you of any such additional costs when you choose your price plan.

If you join us but do not choose a price plan, we will put you on a price plan that we consider best meets your needs.

If you request a product or service that will involve additional cost to you we will in most cases advise you of that cost at the time. Where it is not possible for us to provide you with the cost at the time of enquiry we will provide an estimate of the cost or arrange to contact you in a reasonable timeframe with that estimate before the product or service is provided. If any circumstances arise, or are likely to arise, where you may be charged a service fee we will give you reasonable notice of those circumstances before the fee is incurred. We will also advise you where it is possible how those service fees can be avoided.

If you are a new customer, or have moved to new premises, your first invoice will normally be based on an actual meter reading.

To receive any prompt payment discount your account must be paid in full on or before the due date.

If, for any reason, you are not able to pay your account by the due date, please contact us to make a payment arrangement. Service fees may be charged on late accounts for, but not limited to, issuing disconnection notices and for making payment arrangements. We will contact you at your last known postal, phone or email address if your account is unpaid. If the account remains unpaid we may disconnect your energy supply in accordance with any requirements set out in regulation. Any costs incurred in collecting outstanding accounts (including credit agency fees, disconnection costs, reconnection costs, legal and court costs, and other fees) will be added to your account and be payable by you to us. We may then require a bond before we reconnect the supply.

## Privacy Act 1993

You hereby authorise Prime or Prime's agent to:

- access, collect, retain and use any information about you for the purpose of accessing your creditworthiness or for the purpose of marketing products and services to you.
- disclose any information whether collected by Prime from you directly or obtained from any other source, to any credit provider, credit reporting agency for the purposes of providing or obtaining a credit reference, debt collection, or notifying a default by you.
- You have the right to request Prime to provide a copy of

all information held/retained on you by Prime and may request Prime to correct any incorrect information about yourself held on file by Prime. All requests must be made in writing.

## Personal Property Securities Act 1999 ("PPSA")

Upon accepting and signing Primes "Supply Agreement" and these associated terms and conditions you acknowledge and agree to the following:

- these terms and conditions constitute a security agreement for the purposes of the PPSA and a security interest will be taken/lodged over assets owned by you or your company in the case of non-payment. This amount is not limited to the value of any outstanding payments but may also include associated collection costs, etc.

You approve and undertake to:

- Sign any further documents and/or provide any further information (such information to be complete, accurate and up-to-date in all respects) which Prime may reasonably require to register a financing statement on the Personal Properties Security Register.
- Indemnify, and upon demand reimburse Prime for all expenses incurred in registering a financing statement on the Personal Property Securities Register or releasing any incidental items charged thereby.

## Price changes

If, for any reason, our energy prices are going to increase and the increase will affect you, we will notify you as soon as possible, and in any event, at least 30 days prior to that change either in writing, by email or by publishing the changes in the local newspaper (provided you are not on a pricing plan that provides for energy price flexibility, meaning that the energy prices relating to the time and volume of energy may increase in a shorter timeframe in accordance with that plan). If our energy price increase will be greater than 5%, or our service fees increase and that increase is reasonably likely to have a material effect on you, we will communicate this to you individually in writing or by email as soon as possible, and in any event, at least 30 days prior to that change. We will also explain the reasons for the increase. We can, however, reduce our energy charges or our service fees at any time.

If our energy prices change during a billing cycle we will pro rate the energy used over the period to determine a daily average usage and then apportion your bill at the different rates.

## Assessments of energy usage

We may assess the energy supplied to you and charge you for energy and line services on this basis for up to 3 months in a row (or longer if we are unable to read the meter at your premises). When this is done the invoice will be marked "Interim Account" and will clearly show an estimate has been used. In making an interim charge, we may take into account your use of energy over similar periods, making adjustments as appropriate.

When you receive an interim invoice, you may still pay for the exact amount of energy you have used. To do this you must read the meter at your premises and advise us of the reading. We will then send you a new invoice (unless we reasonably believe that your reading is not correct).

### Vulnerable customers

We will comply with the code and other appropriate regulations in respect to vulnerable and medically dependent customers.

You are a vulnerable customer if you are a domestic customer and if for reasons of age, health or disability, the disconnection of energy to you presents a clear threat to your health or wellbeing, and/or it is genuinely difficult for you to pay your energy accounts because of severe financial insecurity, whether temporary or permanent.

You can inform us at any time if you are or become a vulnerable customer.

You are a medically dependent customer if you are a domestic customer and you depend on mains energy for critical medical support, such that loss of energy may result in loss of life or serious harm. Examples of this would be where an oxygen or dialysis machine is used within the home. We require written confirmation from a doctor or District Health Board (or equivalent) that this equipment is housed within your premises to confirm your critical medical status.

You can inform us at any time if you are or become a medically dependent customer.

If for any reason we form the honest belief that you are a vulnerable or medically dependent customer you authorise us to consult with appropriate government authorities or agencies, private health providers or any other social agency or service provider as necessary. If, after we have informed you of the opportunity to notify us that you are a vulnerable or medically dependent customer, you have not told us, or it does not appear to us, that you are a vulnerable or medically dependent customer, we will assume that you are not a vulnerable or medically dependent customer.

### Metering and lines

If a meter, and/or load control equipment that we can use, is not already installed on your premises, we will procure and be responsible for installing and maintaining this equipment. This equipment will be used to record the use of energy at your premises and, where an interruptible plan has been chosen, control the supply of energy (for example controlled supply of water heating).

We may also choose to replace any existing meter and/or load control equipment on your premises with our own meter and/or load control equipment. If we do not own the removed equipment, you will be responsible for ensuring that it is returned to its rightful owner.

In certain circumstances we may charge you for the installation of a meter and/or load control equipment. If any charges apply, we will advise you what they will be and gain your consent before carrying out any work. Any metering we supply or procure that is used at your premises will comply with the relevant codes and regulations.

We may also install and maintain check metering and will make arrangements with the other meter owner as to which of the meters are the primary meters.

We will read your meter in accordance with the code and any applicable regulations. As long as our rights of access are maintained we will endeavour to obtain meter readings at least every three months. If we persistently fail to gain access to read your meters this may result in disconnection of your supply in accordance with the process set out in the section titled "Disconnection, and resumption, of supply".

We will only attend your premises to read the meter during normal business hours, unless you make other arrangements (for which a service fee may be charged).

If we cannot get access to your premises or property for any reason, we may assess the energy supplied to you and charge an interim account on this basis. The costs of preparing this interim account may be charged to you.

### Access to your premises

You will give us, the network owner and our respective representatives' rights of access for the purpose of:

- installing, upgrading, testing, inspecting, maintaining, repairing, replacing, operating, reading or removing our or the network owner's equipment (including upon termination of this agreement); and
- verifying metering information; and
- ascertaining and remedying the cause of any interference to the quality of the line function services being provided by the network owner to any person; and
- protecting or preventing danger or damage to persons or property; and
- connecting or disconnecting the supply of energy; and
- any other purpose related to the above.

If we, or the network owner or our respective representatives are unable to obtain access to equipment installed at your premises we may upon reasonable notice disconnect your energy supply.

Except in routine situations (such as, for example, reading or inspecting a meter that is located on the outside of a building) or emergencies, before accessing your premises, we, the network owner or our respective representatives will provide written notice to you:

- when we or they will be accessing your premises; and
- provide the reason why we or they are accessing your premises.

The notice will be given:

- at least 10 working days prior to entry if we, the network owner or our respective representatives intends to enter the premises to undertake construction, upgrade, repair or maintenance work (or any other time agreed by we, the network owner or our respective representatives and you); or
- within a reasonable timeframe where we, the network owner or our respective representatives intends to inspect or operate any equipment used in, or in connection with,

the generation, conversion, transformation or conveyance of energy.

When accessing your premises, we, the network owner or our respective representatives will:

- take reasonable steps to minimise any direct impacts on your premises and any inconvenience to you; and
- comply with any of your reasonable requirements (such as, for example, the time of entry, leaving gates as found, driving in a safe manner and taking reasonable steps not to disturb stock, and avoiding access through specific areas).

We, the network owner or our respective representatives, when accessing your premises, will:

- carry identification that shows they are authorised representatives of us, the network owner or our respective representatives and present this identification on request; and
- identify themselves to you before entering your premises; and
- act courteously, considerately, and professionally at all times.

Our procedures for ensuring the secure storage, use of and return of any keys and/or other security information that we have for your premises that is in our or a third party's possession are available on request – please call us on 0800 402 403.

The rights of access are in addition to any right of access the network owner may have under statute or regulation.

### Meter accuracy

We will check your meter for you if you wish. There will be no charge if the meter is found to be inaccurate. If the meter is found to be accurate, then a meter test fee may be charged.

Where the meter is found to be inaccurate, and you have been overcharged for energy, we will credit your account with us with the amount of any overpayment on the next invoice (unless you request a refund by cheque). If you have been undercharged, we may add the amount of the under-payment to your next invoice unless, in our view, you could not have been expected to notice the inaccuracy or we accept that it would be unfair to recover the underpayment.

### Tampering with meters, lines or equipment

If we find or suspect tampering with a meter or lines

or equipment at your premises, we may disconnect your energy supply unless you can show to our reasonable satisfaction that you did not know about the tampering, and no-one you are responsible for knew or was involved.

If your energy supply has been disconnected because of tampering or suspected tampering, and we decide to reconnect the supply, we may charge a reconnection fee along with any costs of repairing replacing the meter, or the lines or equipment. We may also charge you for energy, which we believe you should have paid for, if the meter, or the lines and equipment, was not tampered with.

### Lines and equipment

We, or the network owner, are responsible for installing and maintaining lines and equipment necessary to bring energy to any point of supply for your premises.

For your own safety, and so that energy supply to you and our other customers is not interrupted;

You must:

- follow the network owner's directions to ensure the safety of its energy lines or equipment on your premises;
- provide and maintain, at no cost to the network owner or us, suitable space for the safe and secure housing of the network owner's and our equipment as deemed necessary by the network owner or us to be housed at your premises and you agree to protect such equipment against interference and damage;
- inform us of any damage or destruction to the network owner's or our equipment;
- comply with the network owner's distribution code (a copy of which will be available from your network owner);
- repair and maintain your energy lines and equipment and ensure they comply with all legislative requirements;
- maintain the proper clearances between your electrical lines and the buildings, ground, trees and vegetation on your premises as set out in codes and regulations;
- ensure trees, other vegetation and obstacles on your premises are kept clear of any meter or other energy equipment provided by us or the network owner;
- make sure nothing on your premises interferes with or damages the network;
- determine the location of any underground energy line or pipe before undertaking any work on your premises such as digging trenches and driving stakes;
- make sure everyone you are responsible for or your representatives also meets these requirements;
- obtain the consent of any other person needed for you to meet these requirements;
- ensure the premises owner is aware of any circumstances that may require the property owner to meet any of these requirements; and

You must never:

- interfere with or work on any of the network owner's lines pipes or other equipment as only people it authorises may work on them;
- interfere with any metering or any other equipment that records your use of energy at your premises;
- disconnect or reconnect your premises to the network as only people authorised by the network owner may do this;
- take a supply of energy from any point before the meter that records your consumption of energy;
- interconnect two or more points of connection to the network;
- use any electrical equipment or appliance that interferes with the supply of electricity to any other person or the operation or safety of any other electrical equipment or

- appliance;
- send or receive any signal or other form of communication over the network.

Any interference with meters or other equipment provided by us or the network owner that supplies energy to your premises is considered a material breach of this agreement and may result in the disconnection of your supply. Any persistent but non-material breaches of these responsibilities may also result in disconnection of your supply. Where the breach is non-material we will provide you with notice in writing outlining the breach and we will provide you with a reasonable period to remedy the issue notified before disconnection. If it is found that you have interfered with any metering equipment it could also result in a police investigation and/or back billing of estimated consumption for energy consumed and not previously charged to you.

You agree:

- that the network, including any part located on your premises, is and shall remain the sole property of the network owner. No provision of this agreement in relation to the network confers any right or interest in such property on you;
- to indemnify us for any liability we may have to the network owner for any damage to the network owner's equipment caused by your (or your representative's) negligence or wilful act or omission, or failure to provide the protection required by this agreement.

If you are unsure of what the codes and regulations are that you must comply with please contact your electrician or a registered electrical inspector. We can also help – please phone us on 0800 402 403 for assistance.

You are responsible for maintaining, in safe condition and operation in accordance with regulations, all lines, fittings and equipment (other than any owned by us) on your side of any point of supply for your premises. If you are unsure please contact a qualified Electrician or us and we can point you in the right direction.

### Trees and power lines

Trees and shelterbelts can interfere with power lines. When trees touch power lines they cause short-circuiting. This can lead to unnecessary energy supply interruptions as well as energy spikes or surges. You have obligations in relation to trees under the Electricity (Hazards from Trees) Regulations 2003 as those regulations may be amended or substituted from time to time. The purpose of these regulations is to protect the security of the supply of energy, and the safety of the public, by:

- prescribing distances from overhead electricity lines within which trees must not encroach; and
- setting rules about who has responsibility for cutting or trimming trees that encroach on overhead electricity lines; and
- assigning liability if those rules are breached; and
- providing an arbitration system to resolve disputes between line owners and tree owners about the operation of the regulations, specify the distances trees and other

vegetation must be kept from power lines.

If a network owner becomes aware of trees or vegetation growing closer than they should to power lines they may issue you with a Hazard Warning Notice to let you know that the tree or vegetation must not be allowed to grow further such that they may interfere with the power lines. If vegetation grows within the minimum clearances cutting or trimming will be necessary. If you do not comply with these regulations, you will be liable for the costs of carrying out such work arising as a result of your non-compliance and may also be liable for fines.

Please note that this is a basic outline of the requirements and you can get more specific information on these regulations from Energy Safety which is a part of the Ministry of Economic Development. Alternatively you can call us on 0800 402 403 and we will assist you with where you can find more specific information.

If trees you are responsible for are regularly trimmed it will usually not require an energy shutdown and charges for this and the removal or trimming of trees can be avoided. If any of your trees are near power lines and need to be trimmed, for your safety, please get professional assistance.

### Electrical safety

Before we connect any new installation, or one that has been switched off for more than 6 months, we need to see a certificate of verification. Please contact your electrician and they can advise you on the process and how it works. Alternatively we can arrange this for you. We charge a fee for this service.

If we think any lines, fittings, equipment, installation, or appliance at your premises, or your property, may be unsafe, or may not comply with legal requirements we may disconnect your energy supply. Safety is paramount and where we consider a premises to be unsafe it is a material breach of the agreement. Before disconnecting your supply we will give you as much reasonable notice as is practical in the circumstances to remedy any issues.

Once the issues have been satisfactorily resolved we will recommence supply as soon as it is possible.

### Planned interruption of supply

We are committed to providing you with a safe and reliable energy supply, however, we cannot guarantee a continuous or fault free energy supply or that the voltage or frequency of electricity supplied to you will not fluctuate. We will supply electricity:

- in a manner consistent with all legal obligations and regulations relating to the supply of electricity;
- in accordance with good industry practice; and
- in accordance with any relevant industry protocols and codes.

Planned interruptions to the supply of energy may be necessary:

- for maintaining the electrical equipment associated with

- the energy supply to your premises;
- to ensure the quality and safety of the energy supply to you;
- to comply with the law, other relevant codes and regulations and agreements that we have with the network owner;
- If asked by another energy retailer, who is supplying energy to you.

Where an interruption to your energy supply is foreseeable and can be planned in advance you will be provided with written notice by us or the network owner a minimum of four working days prior to when your energy will be turned off. In some circumstances, however, urgent maintenance may be required which was not reasonably foreseeable. Where this occurs, and four working days prior written notice is not possible, we or the network owner will take all practicable measures to contact you by phone or email to give you as much notice as possible about the shutdown. Your energy supply will be restored as soon as reasonably practical after a planned shutdown. You can call us at any time on 0800 402 403 for information in relation to any planned interruptions at your premises.

### Unplanned interruption of supply

Circumstances beyond our control may cause the energy supply to be interrupted. On occasions, unplanned interruptions to your energy supply may occur due to accidents, emergencies, earthquakes, fires, weather conditions, volcanic activity or difficulties associated with the transmission, generation, or production of energy. Any unplanned interruptions ("faults") caused by failure or damage to the network that supplies you are attended to and repaired by the network owner.

If you have a direct contract with the network owner in your supply area that provides for a fault restoration service please report any fault at your premises, or anything you notice or hear that may help pinpoint the cause of a fault, to them directly. Any information requests such as updates as to supply restoration status should also be referred to them.

In other network areas, where you do not have a direct agreement with the network owner, we will have an agreement with that network owner to provide that service. In these circumstances we will provide you with a 24 hour, seven day per week, fault reporting service. Please phone 0800 402 403 to report any fault or unsafe energy supply situation at your premises. We will regularly procure updates in accordance with good industry practice on a faults status from the network owner. Please call us on 0800 402 403 if you require an update on a faults status.

We will of course arrange for the restoration of your energy supply as soon as reasonably practicable following any unplanned interruption.

We may also restrict or ration your energy supply if abnormal physical or economic supply conditions exist. This may include for example but without limitation, where there are local or national energy shortages or capacity constraints, instances of extreme wholesale energy prices, or where rationing is required as part of an energy industry rationing plan. We will notify you in the most practicable manner if this is to occur and will further notify you as soon as we are able when normal service is to resume.

If we receive compensation from a third party for losses relating from the interruption of supply to your premises, we will notify you and credit an appropriate portion of that compensation to your account. If requested by you we will provide an explanation of how the amount passed on was determined.

### Sensitive equipment

Some electrical equipment (including electronic appliances such as computers, cordless phones, microwaves, stereos and digital recorders) are sensitive to, and may be damaged by, fluctuations in the voltage or frequency of energy that sometimes occur on an energy network. These incidences which are commonly known as surges or spikes are not treated as supply interruptions. It is your responsibility to ensure that sensitive electrical equipment is adequately protected when using the energy we provide. We recommend that you take out insurance cover for these risks.

Fluctuations in the voltage or frequency of electricity can occur when:

- customers use electrical equipment with powerful motors
- customers use appliances with a high electrical load;
- lightning strikes electrical lines or transformers;
- electrical lines are broken or cut;
- accidents, such as for example, when a car hits a power pole;
- trees interfere with electrical lines.

There are devices available that can protect sensitive electrical equipment. Please contact your electrician or an electrical equipment store for assistance.

### Personal information

We collect personal information from you to enable us to supply energy and other services to you. This information is principally needed for us to contact you and send you invoices and information about our services. We may also record your calls to us and ours to you. We do this strictly for the purposes of ensuring that we have an accurate record of any conversation you have with us and for quality control. We will not give your personal information to anyone else unless you authorise us to, we are required to by law or so that we are able to:

- carry out a credit check; or
- carry our responsibilities, or exercise our rights, under the terms of this agreement; or
- comply with industry reconciliation or switching rules; or
- provide information about you to the Electricity Authority and for the Electricity Authority to provide the information to another retailer if required under the code; or
- advise you of any other services we or any related company offers which we consider may be of interest to you; or
- disclose relevant information to a person involved in

recovering money from you, if you have not paid us by the due date; or

- have market research carried out for us by a reputable market research organization.

We may also give your personal information to the network owner to enable the network owner to carry out its responsibilities or exercise its rights in relation to the supply of energy to you. We will hold secure all personal information that you give us or we collect about you. This information will only be accessible by authorised staff. You may have access to your personal information during normal working hours. We will correct any incorrect details that you advise us of. We comply with all obligations required by the Privacy Act 1993.

### Compensation and liability

Neither us nor you will be liable to the other (in contract or in tort) for any loss or damage the other may incur (including any actual damage to property) unless this arises due to:

- a failure to comply with the terms of this agreement; or
- a negligent act or negligent omission of (as the case may be) us or yourself (or any person for whom you are responsible); and that loss or damage is:
  - reasonably foreseeable and is directly caused by the failure, or negligence; and
  - not caused by an event or circumstances beyond (as the case may be) our or your control.

An event or circumstance beyond a party's control (a force majeure event) includes war, earthquakes, res, lightning, storms, and other similar events, any failure resulting from any systems used by us not being date compliant except if this has arisen due to a failure to observe good industry practice, the failure to generate sufficient energy, the inability to purchase sufficient energy, the failure by another party to supply us with energy or energy of a certain quality or character and third party industrial disputes, but does not include a lack of financial means.

If we suffer a force majeure event we will endeavour to limit the effects as much as we are able and, where it is practical, resume your supply as soon as we are able.

Except as set out in this agreement we will not be liable to you for any loss or damage you may suffer due to some act

or omission of, or due to the negligence of, a third party, including the local network owner, the building owner, us or any generator.

If we become liable to any third party as a result of interference caused by you or equipment under your control you must compensate us to the full extent of such liability and for all associated costs incurred by us.

Notwithstanding any other term of these standard terms, neither us nor you will be liable to the other for any loss or damage which is indirect or consequential, including, without limitation, any loss resulting from loss or corruption to any computer or electronically stored data or software.

Except for the payment of your charges to us and any

payment pursuant to any of the indemnities given by you under this agreement, neither of us will in any event have any liability of any kind to the other for an event or series of closely related events exceeding \$10,000 in value, whether or not the liability is caused by the failure, or negligence, of either party.

The energy and services supplied by us will comply with the standards required under the Consumer Guarantees Act 1993 ("CGA"). Except to the extent that we are legally entitled to exclude the provision of the Consumer Guarantees Act, nothing in the contract will limit your rights under that Act. If you acquire goods and services from us for the purpose of a business the Consumer Guarantees Act 1993 does not apply. If you on-supply energy to another user you must include in the agreement that you have with that other user provisions that exclude all liability that we or the network owner has under the CGA or any other applicable law or regulation.

### Local Network Owner's Liability

The local network owner will not be liable to you (in contract or in tort) for any loss or damage you may suffer unless that loss or damage is physical damage to property where it can be shown that the local network owner has been negligent and the amount and nature of the loss was reasonably foreseeable. The local network owner will not have any liability to you, together with all other customers in the building, whether in contract or in tort, for an event or series of closely related events relating to the network for any amount exceeding \$10,000 in value. Notwithstanding the preceding sentence, the local network owner's aggregate liability to all customers connected to its network for an event or series of closely related events relating to the network will not exceed \$10,000. You will indemnify us for any liability we may have to the network owner for any damage to the network owner's equipment caused by your (or your representative's) negligence or wilful act or omission, or failure to provide the protection required by these standard terms. If the CGA applies to line services then any liability of the local network owner to you pursuant to the CGA is excluded, to the maximum extent permitted by the CGA. Without limiting the foregoing, if you are obtaining energy pursuant to these standard terms for the purposes of a business, the CGA will not apply to that supply and the provision of the line services for the purposes of that supply, but otherwise does not limit your rights under the CGA.

The terms set out in this section provide benefits of the local network owner and their representatives and are enforceable by the local network owner and their representatives pursuant to the Contracts (Privity) Act 1982.

### Disconnection and resumption of supply

You may wish to have your energy supply disconnected temporarily. Please contact us at least three working days prior to when you require the disconnection and we will ask the network owner to temporarily disconnect your premises. You will have to pay any service fees for disconnection and reconnection that result from this request. Remember, if a supply of electricity is suspended for more than six months a certificate of verification is required by law to ensure the premises is electrically safe.

Your invoices must be paid by the due date specified on the



invoices. Not to do so is considered a material breach of this agreement. If it appears to us that for some reason you've overlooked an invoice and you do not have a history of late payment, we'll put a friendly reminder either in the post or by email (if you have registered for our email service) to you. If after the friendly reminder you still don't pay, or if you have a history of late payment, we may start the process to discontinue your supply of energy. We will not disconnect your energy supply for non-payment if the reason for the non-payment is the subject of dispute resolution proceedings. We will only disconnect for non-payment of undisputed amounts that have been invoiced to you. If your invoices (or any undisputed part of them) remain unpaid, we'll send you a disconnection notice in the post or by email to you. We will outline any service fees that apply. We will also advise you, where it is possible, how those service fees can be avoided.

We will give you at least seven working days' notice to make payment. If we send you a disconnection notice you may be charged a service fee. Any disconnection notice that we send you will specify the earliest date that disconnection may occur and that it will occur no later than 7 days from that date. Each disconnection notice will include information about what you need to do to prevent disconnection. We will also provide you with a final warning not less than 24 hours before disconnection. If payment is not received we may disconnect your energy supply after this notice period but will only do so on a working day that is not a Friday or the day before a public holiday.

We will only disconnect your energy supply if the payment owing to us is related to that particular supply of energy or their respective line function services to you.

Your energy supply will not be disconnected for non-payment of an estimated amount unless we reasonably believe that it is fair and reasonable in the circumstances to do so. We may require you to pay a service fee for disconnection.

If you're having trouble paying, or you think that something is wrong with your invoice, please get in touch with us on 0800 402 403. Don't let things get worse without letting us know. Our Customer Service staff can assist with payment arrangements and advice.

If you do not contact us and don't pay your invoice your energy supply may be disconnected. If a payment arrangement is made after a disconnection notice has been provided, no further recovery action will be undertaken while the conditions of the arrangement are being met. If however, after a short period of time, you fail to honour that payment arrangement it may result in disconnection of your energy supply upon at least 24 hours' notice. There may be a service fee for making a payment arrangement.

You will be responsible to pay any costs we incur in collecting your outstanding accounts. These may include, without limitation, costs such as credit agency fees and legal and court costs. These will be added to your account and will be payable by you to us. We may use any bond or advance payment made by you to pay these amounts. We may also charge service fees for the administration of late payments.

There are some circumstances where we have a right to terminate this agreement and the supply of energy to you. We will however only exercise this right if you make material or persistent breaches of the terms of this agreement that are

not part of a dispute resolution process (or if you are disconnected for not paying your account).

If you commit a material breach that is capable of being remedied we will give you reasonable notice of the need to remedy the breach so you can avoid disconnection and/or termination of this agreement.

If you persistently commit non-material breaches of the terms of this agreement we may also terminate our agreement and the supply of energy to you. We will only do so after we have given you reasonable prior notice taking into account the circumstances and the nature of the breaches at the time. This notice period will give you time to make alternative arrangements for energy supply.

Non-material breaches can include, for example, but are not limited to, regular non-payment of invoices, persistent abusiveness to our staff, continued vexatious complaints, or the regular failure to grant access to your premises at reasonable times.

If your premise has been disconnected for non-payment or for any other material breach of this agreement any obligation we have to supply you with energy ceases. You will remain liable for all outstanding invoices and charges incurred by you up to the time your premise was disconnected. You will also, for so long as you continue to occupy the property previously supplied by us, continue to provide us access and protect the network owner's and our equipment. You must reapply to have the supply of energy by us to you recommenced.

When you want reconnection after we've discontinued your supply (or if it has been disconnected due to a safety or emergency issue) please just call us. We will let you know the procedure for reconnection. In some circumstances we may require you to:

- pay all outstanding amounts (except when you have notified us of a genuine dispute);
- pay a bond on your account;
- pay a service fee;
- pay any costs incurred in collecting your outstanding account; and/or
- agree to a payment plan or other conditions as are reasonable in the particular circumstances.

If we have disconnected your supply for non-payment and you subsequently satisfy our reasonable requirements for reconnection, we will restore your energy supply as soon as reasonably practicable.

Please contact us on 0800 402 403 for information and pricing on our service fees, bonds, and any other charges and the circumstances in which they will apply.

### Competing energy retailers

If there is a dispute about which retailer (one of whom could be us) is entitled to supply you with energy, we will recognise the retailer which was supplying you with energy immediately before the dispute arose until it is resolved.

### Application of agreement

Unless terminated your contract with us will continue to apply

for as long as you remain our customer, regardless of whether you change your address.

If our agreement with you ends, some terms of the agreement which, in our view, may sensibly still apply (including responsibility to pay any outstanding charges), will continue to have effect until the purpose of those terms are served.

You may not assign or transfer to anyone else any of your obligations or responsibilities under our agreement with you.

We may transfer to someone else all or any part of our rights or obligations under these terms (including to another energy retailer). In the event that this may occur, We will advise you;

- that the contract is being transferred to another company;
- where you can access the information you need to contact the transferee company;
- when the transfer will take place.

If we commit an "event of default" as that term is defined in the code of the Electricity Authority (or its successors or assigns) the Electricity Authority may assign our rights and obligations under this agreement to another energy retailer ("the recipient retailer"). The terms of this agreement may be amended upon assignment to the recipient retailer to:

- the standard terms the recipient retailer would have offered to you immediately before the event of default; or
- such other terms that are more advantageous to you than the standard terms as the recipient retailer and the Electricity Authority agree; and
- include a minimum term in respect of which you must pay an amount for cancelling the contract before the expiry of the minimum term.

These terms provide benefits for the Electricity Authority and are enforceable by the Electricity Authority pursuant to the Contracts (Privity) Act 1982.

We may also subcontract or delegate the performance of any of our responsibilities under this agreement to any other party.

If you have a direct agreement for line function services with the network owner the provisions set out in this agreement that relates to your obligations to, and the rights of, the network owner do not apply to you but this will not affect your obligations to us and our rights set out in this agreement. You must comply with the terms of the network owner's agreement, or in the case of a new connection to the network, the network owner's terms and conditions for connection. Any complaints related to the services provided to you under a direct agreement with a network owner should be referred to the network owner.

If we have or are likely to have a receiver, liquidator, administrator or other similar officer appointed, we will take all reasonable steps to ensure that you receive continuity of electricity supply.

If any terms of this agreement are, or become, ruled invalid, it will not affect the remaining terms of the agreement, which will remain in effect.

## Fixed Term Supply Agreement



The fixed term supply agreement will continue for the duration of that fixed term specified in the supply agreement/s. Should our agreement be terminated prior to the expiry date (as detailed in our supply agreement) an Early Termination Penalty will be applied in accordance with the following formula. 50% of your average monthly invoice amount multiplied by the remaining months/term of our agreement.

## Termination

Our agreement with you is dependent on us having a valid agreement with upstream suppliers such as the network owner(s). In the event that our agreement with upstream suppliers such as the network owner(s) ceases, which results in us being unable to supply you with energy, our agreement with you as to the supply of energy to your premises will also automatically terminate.

If you do not meet your responsibilities under your agreement with us, written notice will be sent to you explaining what is wrong, what needs to be done, and when it must be done by. If you do not comply with such a notice, we may then end our agreement with you by sending another notice to you. The ending of the agreement will not release you from any outstanding obligations to us.

If you wish to terminate your electricity supply altogether, we will cease supply as soon as reasonably practicable following your request for termination. We will arrange for a final invoice to be sent to your nominated address and if we choose to disconnect the supply of energy we will ensure that this is performed in a safe manner in accordance with any applicable regulations.

Where it is possible to do so, and you decide to switch to another retailer, they will contact us to arrange the changeover. You will be liable for all energy supplied by us until the new retailer becomes responsible for the supply of energy to you. We will send you a final invoice. If you are switching to another energy supplier, the termination of this agreement will be effected in accordance with all relevant regulations and any accepted industry arrangements, guidelines, protocols and any other standards relating to switching, and we will facilitate the switch.

Termination of this agreement will not affect any legal remedies we or you may have.

## If you are moving

If you are moving, you must give us at least 3 working days' notice and arrange access for a final reading of the meter at the address you are leaving. You also agree to give us your new address, or forwarding address, before you move.

## Complaints and disputes

If you have a question or complaint please call our Customer Service Team on 0800 402 403. You can also contact us by post:

Prime Energy Limited  
PO Box 106 753  
Auckland 1143

Usually a call to our Customer Service Team is all that is needed to answer any question or resolve any complaint. If we cannot resolve your complaint over the phone in the first

instance we will acknowledge your complaint within 2 working days after we receive it. If we can't resolve your complaint or query straight away, we will respond to you within 7 working days of receipt.

In some instances we may ask you to put your complaint in writing to help us resolve your issue. If you are not satisfied with our response, we will try to resolve your query or complaint within a further 12 working days.

If your complaint cannot be resolved within 20 working days of original receipt, and we have not written to you explaining why we need further time to resolve your complaint, you have the option to refer your complaint to the free and independent Electricity and Gas Complaints Commissioner Scheme. More information about the scheme is below.

If your complaint or query involves your network owner and is more appropriately dealt with by them than us, we will advise you and provide you with their contact details.

We are a member of the free and independent Electricity and Gas Complaints Commissioner Scheme and will deal with any complaints you have in relation to your energy supply in accordance with the requirements of the Scheme.

If:

- you are not happy how we propose to resolve your complaint or query; or
- it is clear that we are not going to do anything about it; or
- waiting any longer would cause you unreasonable harm; or
- waiting any longer would be unjust; or
- we have not resolved your issue within 20 working days after receiving your complaint, you may refer your complaint to the free and independent Electricity and Gas Complaints Commissioner Scheme to resolve by phone letter or email. Their details are:

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

Freephone: 0800 22 33 40

Free fax: 0800 22 33 47

Freepost: 192682, P O Box 5875, Lambton Quay,

Wellington 6145.

If you have questions about making a complaint, contact the Commissioner's office.

You must continue to pay any undisputed amounts to the Company while the Commissioner of the EGCC is considering your complaint.

If you have made a legitimate complaint about how we have calculated the charges for energy and/or network, your energy supply will not be disconnected for non-payment until your complaint has been resolved.

## Notices

All invoices and notices will be sent to you at the last address



which you have given us.

We will be entitled to assume that any invoice for notice delivered or sent to you will reach you within 3 days of it being sent.

## Definitions

The following terms in this agreement have the meanings:

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

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

"energy" means electricity and/or gas but specifically excludes the supply of LPG;

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

"network" means the network owner's system for the conveyance of energy;

"network owner" for the owner or operator of the network that is connected to your premises and its respective employees, contractors or agents;

"point of connection" means the point at which the responsibility for the equipment that supplies energy transfers between the network owner and you;

"premises" means any premises all or part of which you occupy or on which metering or other equipment is installed; "regulations" means the Electricity Industry (Enforcement) Regulations 2010, the Gas Act 1992, technical electricity and gas codes of practice, and other relevant regulations, guidelines, protocols, industry standards and codes of practice as may be amended or substituted from time to time;

"rights of access" means:

- safe and unobstructed access to and within your premises;

and

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

"service fee" means a charge for services provided such as

(but not limited to) account establishment, reconnections, disconnections, disconnection notices, payment dishonours, arrangement fees, lodgement and agency payment arrangements, internal fault call outs, non-registration administration, tariff changes or tariff combining, special or final meter reads, meter tests, and other sundry services provided as determined from time to time by us;

“vulnerable customer” means a customer who has told us, or about whom it appears to us, that disconnection of energy at their premises;

presents a clear threat to their health or well-being or of a member of their household, or who has mains powered equipment for critical medical support;

“we”, “our” or “us” means Prime Energy Limited, our employees contractors or agents; and

“you” means you as our customer.