

# South Pacific Energy Customer Terms & Conditions

## 1. Introduction

- 1.1. This contract commences when you accept it and request us to start supplying electricity to any property (a "property" is an address to which we supply electricity, including land and buildings at that address) and we have agreed to supply you. If at any time (whether now or later) you request us to supply more than one property and we agree to do so, this contract applies to all those properties for as long as we supply electricity to them. Where we supply electricity to a property you move into, we will make a reasonable attempt to notify you that we supply electricity to that property and if you have not accepted this contract before you move in and start receiving electricity at that property:
- a. you must pay for the electricity you use at that property regardless of whether you have accepted this contract. If you wish to terminate our supply of electricity you must give us notice under clause 9.1 and comply with clause 9.2;
  - b. once you accept this contract it is deemed to have existed from the earlier of the date you accepted our contract and we agreed to supply you, or the date you moved into the property; and
  - c. you must provide us with evidence we reasonably request as to the date you moved into the property.
- 1.2. If you arrange for us to set up a property with a new connection you must pay for all electricity used at that property until you give us notice under clause 9.1, we receive a switch request for that property from a new retailer, or a new owner or occupier contacts us to arrange supply for that property.
- 1.3. We may conduct a credit check to assess your credit worthiness when you sign up to South Pacific Energy. If we conduct a credit check and are not satisfied with your credit worthiness we may, where you have signed up to South Pacific Energy and before processing your switch, refuse to supply you with electricity or supply you on the basis that you meet certain conditions at our discretion.
- 1.4. You as a customer can nominate someone to be an authorized person in relation to a property. This means that they can operate your account for that property with us and give us instructions for that property as if they were you, and you are responsible for any of their actions.
- 1.5. If more than one person is named as a customer on an account, each person is individually responsible for meeting all the responsibilities under this contract, including paying all our charges for all the properties covered by this contract. We need consent from every person that wishes to be named as a customer on an account.

## 2. Supplying Electricity to You

- 2.1. We will:
- 2.2. For customers who have access to South Pacific Energy's online "shop", allow you to choose to purchase Powerpacks from participating suppliers (Powerpacks are packs which when purchased, are credited towards your monthly electricity use) ;
- 2.3. operate an online help and call center at reasonable times to help answer any questions or solve any problems with your account. We will use our best endeavours to answer calls within one minute and to respond to online help enquiries within 2 business days. If for some reason we don't comply with these timeframes you can contact us again or lodge a complaint. Details of our complaints process are set out on our website;
- 2.4. operate a 24-hour faults service to respond to any faults with, or interruption to, electricity supply to your properties.
- 2.5. We will have arrangements in place:
- 2.6. with the distribution companies relevant to your properties (a distribution company is the owner of the electricity distribution network that connects to a property) so that we can supply electricity to your properties unless a distribution company has a direct contract with you;
- 2.7. to ensure that there is a meter installed at each property and that this meter is read at regular intervals.
- 2.8. The point of connection for electricity supply at each property differs. For most residential properties, the point of connection is on the power pole outside the property. If you need to know where the point of connection for a property of yours is, you will need to contact the distribution company. Your invoices will identify who the relevant distribution company is or alternatively you can contact us to find out.
- 2.9. Sometimes your electricity supply may not be continuous or steady. We will have arrangements in place to ensure that electricity supply to each affected property is restored as soon as practicable in the event of interruption.

## 3. Disturbances and interruptions to electricity supply

- 3.1. You must call the relevant faults number shown on our website at [www.spegroup.co.nz](http://www.spegroup.co.nz) to report a fault in the supply of electricity if you suspect there is one.
- 3.2. You must treat all electrical lines or wires at all times as LIVE! and therefore deadly. You

are responsible for your personal safety.

3.3. You acknowledge that surges or spikes:

- a. are momentary fluctuations in voltage or frequency that can occur at any time;
- b. may cause damage to sensitive equipment; and
- c. are not treated as interruptions.

3.4. It is your responsibility to:

- a. if you are a residential customer, tell us if:
  - i. you or someone in your household depends on electricity supply for critical medical support; or
  - ii. disconnection of electricity supply would present a clear threat to the health or wellbeing of you or someone in your household because of their health, age or disability; or
  - iii. it is genuinely difficult for you or a member of your household to pay for the electricity supplied to your properties because of severe financial insecurity, whether temporary or permanent;
- b. protect property and equipment (including your electrical equipment) from fluctuations in frequency, voltage and interruption to supply. Information about this is available on our website in the “Questions Answered” section;
- c. insure yourself against damage from those fluctuations or interruptions. This includes taking business interruption insurance if it is appropriate to you.

3.5. If a distribution company plans to interrupt your electricity supply, for example for maintenance, we will give you at least 4 business days’ notice (unless the distribution company gives less notice, in which case we will give you as much notice as possible). If the interruption is urgent and not reasonably foreseeable, we will give you as much notice as possible. You can contact our Call Centre or check our website for information about who to call for planned interruptions (the number is the same as for faults).

## 4. Determining the electricity supplied

4.1. We will determine the amount of electricity supplied to a property by reading the meter or, if we have not read the meter we will estimate the amount of electricity supplied to that

property. If we have estimated the amount of electricity supplied, you can ask us for and we will give you a simple explanation as to how we have calculated the estimated supply.

- 4.2. If you have any "unmetered" supply, we will calculate the amount of electricity supplied, based on information supplied by your distribution company.
- 4.3. We need to read the meters at a property on a regular basis. Usually this is monthly but it may be every two months depending on the area you live in or sometimes longer if we experience difficulties in accessing your meter. If you want to know how often your meter is likely to be read, our website sets this out in more detail under our "Questions Answered" section. You can also log in to your account online and request alerts when the meter reading is next scheduled, or you can contact us. You must allow us access to each of your properties and to the metering equipment to allow us to read your meters. You can provide us with additional meter readings at any time.
- 4.4. You must tell us if you do not think a meter is accurate. If you ask us to test a meter, or if we decide to test it, and we find it is not within the industry standards of accuracy, we will work out what your actual electricity usage should have been, and we will debit or credit your account with us accordingly. If you ask us to test a meter, and it is found to be accurate, you may be charged for the meter test.
- 4.5. We will conduct all meter readings, metering and meter tests and processes in accordance with relevant industry protocols and codes of practice in New Zealand.

## 5. Paying for power

- 5.1. You must pay for all electricity supplied to a property including where usage is estimated. You are liable to pay for electricity supplied to your property from the date you moved into the property, at the prices we would normally charge a customer in your area with the same consumption, metering configuration and pattern of consumption. You will also be liable for any damage you cause to metering equipment on the property. You are only liable for our other charges once you have accepted this contract and we have agreed to supply you.
- 5.2. Each month, we will determine the amount of electricity supplied to a property in accordance with clause 4, we will review your account and initiate an auto purchase or auto-payment on your behalf to cover all the electricity we determined was supplied.
- 5.3. For customers with access to South Pacific Energy's online shop, before initiating an auto purchase on your behalf we will:
  - a. check whether you have purchased sufficient Powerpacks to cover the electricity supplied to each property in the previous period.

- b. advise you (if necessary) of the amount of electricity you have used that is not covered by Powerpacks, and you may purchase Powerpacks to cover this amount yourself within 2 business days.

5.4. If we initiate an auto purchase or auto-payment on your behalf under the clause 5.2, we will:

- a. notify you by email of the amount of electricity you have used, whether we used an estimate or an actual meter read, and the cost of purchasing that electricity.
- b. if you are a customer with access to South Pacific Energy's online shop, we will automatically purchase sufficient eligible Powerpacks to cover the electricity supplied to each property using your default Powerpack for that property (a default Powerpack is a Powerpack covering any amount owing on your account).
- c. deduct any money you owe us using the bank account you have authorized us to deduct money from or the credit card you have authorized us to charge, if you owe us any money for the purchase of electricity or for any fees or charges under clause 6. You will always receive at least 3 days' notification via the email referred to in subclause (a) above before we deduct that money.

5.5. If you do not pay us for any amount due under this contract, or if payment from the bank account you have authorized us to deduct money from or the credit card you have authorized us to charge is dishonoured, we may:

- a. charge you our costs in collecting money you owe us, including bank fees, credit agency fees, legal and court fees;
- b. charge you a dishonour fee;
- c. disconnect the electricity supply to any property supplied under this contract and you may incur fees for disconnection, reconnection and debt collection.

5.6. You must:

- a. always pay us in full. You must not deduct anything off money you owe us;
- b. authorize us to deduct money from a specific bank account or charge money to a specific credit card for amounts you owe us;
- c.
- d. ensure that the bank account you have authorized us to deduct money from or the credit card you have authorized us to charge is up to date and that it always has sufficient clear and accessible funds to cover all payments to us. If you do not do this, we may require you to maintain your account in credit in accordance with clause 5.10. If you owe us money

clause 5.5 will also apply.

5.7. If:

- a. we find the meter at a property has incorrectly measured your electricity usage, or
- b. our meter readers have incorrectly read your meter, or
- c. we are unable to access a meter for a substantial period of time even though you complied with your access obligations under clause 7,

we will calculate what the actual electricity usage at the property should have been. If we have charged you too much, we will promptly refund you the difference between the amount we charged you and the amount we should have charged you to cover the electricity we calculate was supplied to that property. If we have not charged you enough to cover the electricity we have calculated was supplied to your property, we will discuss with you how much we will charge you and when you have to pay us. We will act reasonably and will take into account whether either of us contributed to the error or could reasonably have been expected to know of it. If after this discussion:

- d. we both agree payment arrangements, then you will pay for the agreed amount on the date(s) you agreed to pay us by; or
- e. we are unable to agree arrangements with you, then we will continue to work with you to resolve the dispute (and you may use the complaints process in clause 15). Until the dispute is resolved, we will not charge you for any disputed amount but you must pay any undisputed amount. When the dispute is resolved, if you owe us money we will use the provisions in clauses 5.2 and 5.4 to charge you that money, or if we owe you money we will promptly refund it to you.

5.8. If we incorrectly estimate or calculate the electricity supplied to a property other than for the reasons set out in clause 5.7 (including without limitation where you have not complied with your obligations under clause 7 to provide access to your meter), and the incorrect estimation or calculation is substantial, we will notify you by email or phone. In any event:

- a. if we have charged you too much for the electricity supplied to a property, we will promptly refund you the difference between what we charged you and what we should have charged you for the actual electricity usage supplied to that property; and
- b. if you have not paid enough to cover the electricity actually supplied to a property, we will use the provisions in clauses 5.2 and 5.4 to cover the actual electricity usage supplied to a property, less any charges you have already paid.

5.9. We will have available in your online account on our website a statement detailing any auto purchases and any other fees and charges together with invoices for them, plus if you are

a customer with access to South Pacific Energy's online shop a statement of any Powerpack purchases. You can access these at any time at your online account. Your monthly account review email will include the identifier numbers of all installation control points on a property and the relevant distribution company for each property.

5.10. We may require you to always maintain an account balance with a certain credit balance. If the balance falls below the required amount we can disconnect the electricity supply to any property supplied under this contract and you may incur fees for disconnection and debt collection. If we require you to comply with this clause, you must do so.

5.11. If you have a credit balance with South Pacific Energy from time to time, that credit may only be used to buy or pay for electricity (including, if you are a customer with access to South Pacific Energy's online shop, paying for Powerpacks). We will only refund dollar credit balances into your bank account in exceptional circumstances – see our Refunds policy on our website for details.

5.12. If we don't review your account in a timely way, and you are not wholly or partly responsible for the delay, and at least two months has passed since the end of the period covered by the account review:

- a. we will allow you to repay it over a period which is at least as long as the period covered by the account review that was delayed; and
- b. if more than three months has passed since the end of the period covered by the account review, we will negotiate an appropriate discount with you. If we are unable to agree the discount it will be resolved in accordance with clause 15; but
- c. this clause 5.12 will not apply to you if you are a business.

5.13. We will not charge you interest on any amounts due on late or incorrect account reviews, unless you are wholly responsible for the delay.

## 6. Our Pricing, Online Shop and Our Other Fees & Charges

6.1. Pricing for electricity supply is individual for each property supplied by us. This is because the price you pay for electricity supply is specific to a property and depends on such matters as the network area a property is in, when you use electricity (for example, the proportion of day/night use), how much electricity you use and the meter configuration at a property.

6.2. Your electricity prices for the electricity supplied to a property will also vary over the course of a year, unless you have signed up to a fixed energy price plan. Typically, prices will be cheaper in summer, and higher in winter. Your prices will be shown in your monthly account

review email and when you log in to our website, on a tab headed 'Your Usage' under 'Your rates'. Prices include GST.

- 6.3. Powerpacks may have conditions attached to them which determine their validity (for example, they may only cover electricity supplied before a certain date). But you will be entitled to a refund if you do not use a Powerpack before its expiry date. Our refunds policy forms part of this contract and sets out the conditions under which you are entitled to a refund. The latest version of our refunds policy is always on our website.
- 6.4. Powerpacks may have additional conditions attached to them (for example, vouchers which must be redeemed by a particular date). You must comply with any additional conditions attached to the Powerpacks that we tell you about when you buy them.
- 6.5. You may wish to choose a default Powerpack. If you do not wish to do so or if you have not chosen a default Powerpack or if your default Powerpack is no longer available, we will choose one for you and advise you of our choice. You can change your default Powerpack at any time; the change is effective immediately.
- 6.6. If, before you have used any Powerpacks, the supplier of the Powerpacks (or part of the Powerpack – for example a voucher) ceases to sell through South Pacific Energy (for example due to receivership or liquidation), or we suspend its ability to sell through South Pacific Energy, we may cancel those Powerpacks and credit you their original purchase price. We will tell you if we do this.
- 6.7. Our schedule of fees for products and services associated with electricity supply forms part of this contract. The latest version of this schedule is always on our website. We will charge you for any of those products and services we supply at the fees set out in that schedule. If you ask us to provide a product or service that involves an additional cost, or if you incur a fee or cost because of your actions or inactions, we will tell you the cost at the time you ask us for the product or service or at the time you incur it, and whether it is possible to avoid the cost. If we do not know the cost, we will give you an estimate of the cost. We will email you to tell you that there is an invoice that you can download that sets out those fees.
- 6.8. We may deduct any money you owe under this contract for fees and charges using the bank account you have authorized us to deduct money from or the credit card you have authorized us to charge.
- 6.9. Clauses 6.1 to 6.8 only apply to customers with access to our online shop. Powerpack prices will be shown in our online shop and may change at any time without notice.

## 7. Provision of Access

7.1. During the period we supply your property and for a 6 month period after we cease supplying your property, we and others need clear and safe access to:

- a. each property and any land over which you have an easement or right to pass electricity;
- b. metering equipment (whether inside or out);
- c. any equipment (whether inside or out) used to supply electricity,

so that we can supply electricity to you and for safety reasons. If, for whatever reason, we cannot get access to your property we will tell you.

7.2. You must provide that safe and clear access to us, the distribution company and meter owner (and any agent or subcontractor of any of us) to:

- a. restore electricity during an interruption in your area, to ensure safety, or to protect people or property;
- b. connect, suspend or disconnect your electricity supply;
- c. read meters;
- d. ensure that trees, vegetation, buildings and other obstacles are clear of electricity lines or electrical equipment and meters;
- e. install, inspect, work on or remove any equipment necessary to provide electricity;
- f. investigate or repair any damage or interference or suspected damage or interference with any equipment used to supply electricity;
- g. comply with the law; and
- h. do anything else concerning the supply of electricity to you.

That access must be provided at any time in the case of actions to be taken under (a) above, and otherwise during business hours (10am – 6pm Monday to Friday).

7.3. You must also allow clear and safe access to a property if we or a distribution company or meter owner need to install or maintain equipment for load control.

7.4. Except in an emergency situation or where access is routine (for example, reading or inspecting a meter on the outside of a building), where access is required by a third party, we will give you written notice of when and why access to a property is required. That notice will be at least 10 business days prior to access if it is for construction, upgrade, repair or maintenance; and a reasonable timeframe if access is to inspect or operate any equipment used in connection with generating, transforming, converting or conveying electricity. However, if we receive less notice than this from a third party who is not under our control and has the right to access your property (such as a distribution company) then we will give you as much notice as practicable after we have received notice.

7.5. When we, our employees and agents access your property we will:

- a. take reasonable steps to minimize direct impacts on the property or inconvenience to you, and to comply with your reasonable requirements;
- b. ensure our employees and agents carry identification showing they are our authorized representatives and show you this on your request and identify themselves before entering that property;
- c. ensure our employees and agents act courteously and professionally at all times.

7.6. If you do not provide clear and safe access and:

- a. your failure is not subject to a dispute under our complaint resolution procedure; and
- b. we have taken reasonable steps to encourage you to provide clear and safe access,

we or the distribution company may disconnect your electricity supply (after complying with clause 9.8) and access your property to remove any of its equipment.

7.7. Our Privacy Policy sets out our procedures for secure storage, use and destruction or return of keys and/or security information for accessing your property. You can find our Privacy Policy on our website.

## 8. Equipment on property

8.1. You, your agents and your invitees, other people in your household and their agents and invitees must:

- a. make sure nothing on any property interferes with or damages the distribution network;
- b. ensure the safety, security and maintenance of any electricity lines and equipment used on each property;

- c. ensure the safety, security and maintenance of any electricity lines and equipment past a distribution connection point to any dwelling or premises on a property using a suitably qualified person where work is required;
  - d. keep trees, vegetation and other obstacles away from meters and the electricity lines - this includes things overhanging from neighbouring premises;
  - e. make sure there is sufficient secure space at each property for metering equipment and other equipment we or the distribution company think is necessary to supply electricity to you;
  - f. tell us if any building on a property we supply is going to be destroyed and give us and the distribution company a reasonable opportunity to recover equipment prior to any building being destroyed.
- 8.2. You must make sure that your agents and invitees, other people in your household and their agents and invitees comply with your obligations under this contract, and in particular this clause 8.
- 8.3. You must notify us or the relevant distribution company immediately if there is any damage to or fault with meters or equipment.
- 8.4. You, your agents and invitees, other people in your household and their agents and invitees must not:
- a. connect or disconnect a property to a distribution network, or interconnect two or more network connection points (these are the points at which a property connects to an isolating device on the distribution network) ;
  - b. interfere with, damage or work on a distribution company's lines or equipment;
  - c. take a supply of electricity from anywhere along the electricity lines between a distribution connection point and the meter;
  - d. interfere with any meter or other equipment used to supply you electricity;
  - e. generate electricity or inject it into a distribution network;
  - f. use a distribution network to send or receive any signal or communication.
- 8.5. Meters, meter reading equipment, and other equipment that we, a distribution or metering company own does not belong to you, but to the party responsible for supplying it. You must never:

- a. interfere with, damage or remove a meter or meter reading equipment;
- b. interfere with or damage any other equipment supplied by us or a distribution company;
- c. allow any mortgage, security interest or other charge to be created over a meter or other equipment that we, a distribution or metering company own, or otherwise interfere with ownership of any of them.

8.6. You have obligations under the Electricity (Hazards from Trees) Regulations 2003 to, for example, keep trees free from power lines. If you do not do this you may be charged for the cost of clearing the trees, vegetation or obstacles. Information about your obligations to maintain trees so electricity supply is not affected is set out on our website in our “Questions Answered” section.

8.7. If you do not meet your obligations in this clause 8:

- a. if the failure is material or persistent and is clearly established, we have given you time to remedy that failure and explained what the failure is, and you have not taken dispute resolution proceedings, we may disconnect your electricity supply and refuse to reconnect your property. Clause 9.8 will apply;
- b. if we incur costs or charges, for example we have to undertake work that you should have undertaken, we may make a reasonable charge or seek reimbursement of our costs from you. Clause 6.8 will apply;
- c. you will be liable to other third parties such as distribution companies for additional costs such as making good any damage to their equipment;
- d. if you have tampered or interfered with the meter or equipment used to supply electricity to your property, such as by illegally reconnecting your property after we have disconnected electricity supply, we may deenergize your property and require you to switch to another retailer;
- e. we may inform the Police or other relevant authorities where we consider that the matter is serious enough.

## 9. Suspension, Disconnection or Termination

9.1. You are responsible for payment for all electricity supplied to each property up until:

- a. the date you or we terminate this contract; or

b. the later of:

- i. the date you move out of that property; or
- ii. the date you notify us you have moved out.

9.2. You may switch to another electricity retailer or terminate this contract at any time by giving us notice provided you have paid for all electricity supplied to your properties and any other charges you owe us. You will need to contact a new retailer to arrange for the future supply of electricity to a property if you need it.

9.3. If you are vacating any property, you must tell us 2 business days in advance.

9.4. If you want the electricity supply to a property suspended temporarily or permanently, you must tell us 10 business days in advance. You may incur a charge for disconnection or reconnection when you ask us to do either of these things, or if we have had to disconnect for any of the reasons in clause 9.7(a)–(c) inclusive or clause 9.7(e)–(g) inclusive.

9.5. The timeframes in clauses 9.3 and 9.4 are within accepted industry standards and relevant laws. If you switch to another retailer, we will switch you to that other retailer in accordance with industry standard and relevant laws and facilitate the switch.

9.6. If you no longer need electricity supplied to a property at all, we will stop your electricity supply as soon as reasonably practical after you notify us of that (while making sure disconnection occurs safely).

9.7. We or a distribution company may disconnect or disrupt your electricity supply to any property supplied under this contract if:

- a. you do not pay us for electricity that has been supplied to a property or for charges relating to the supply of electricity to a property (such as for services relating to metering or lines charges) and which you have been invoiced for. However, we will only do this if we have given you an invoice setting out what you must pay us. We will not disconnect you if the amount unpaid is the subject of dispute resolution proceedings, or is an estimated amount unless we reasonably believe it is fair and reasonable to do so;
- b. you breach any other material term of this contract or persistently breach it provided the breach is (or breaches are) clearly established and not subject to dispute resolution proceedings. If the breach is capable of remedy, we will give you reasonable notice that you need to remedy this breach to avoid disconnection and what you need to do to remedy the breach;
- c. you move into a property that we supply electricity to and you do not tell us;

- d. the distribution company needs to undertake planned maintenance;
- e. where clause 8.7(a) applies;
- f. you don't comply with the distribution company's network connection standards;
- g. you become, or are deemed to be, unable to pay your debts, insolvent or bankrupt, go into voluntary administration, have a trustee or manager appointed in respect of all or any of your property or make an assignment for the benefit of, or enter into or make any arrangement or compromise with, your creditors generally;
- h. we are in default under our contract with the distribution company;
- i. for safety reasons;
- j. there has been an occurrence or circumstances that may adversely affect the proper working of the distribution network or the transmission system, or
- k. where there is an emergency.

9.8. In the case of disconnections under clause 9.7(a)–(g) inclusive above:

- a. we will only disconnect you as the last course of action open to us;
- b. we will tell you at least 7 business days before we disconnect supply of electricity to a property by sending a notice to the physical address we hold for you;
- c. we will give you a final warning at least 24 hours, but not more than 7 business days, before we intend to disconnect supply of electricity to that property;
- d. each notice will include information about the timeframe within which disconnection will take place and what you need to do to stop disconnection;
- e. we will not disconnect you on a Friday or on the day before a public holiday and we will only disconnect on business days.

9.9. In the case of disconnections under clause 9.7(h)–(k) inclusive, we or the distribution company can disconnect without notice.

9.10. If you are a residential customer and if you tell us that you or someone at a property is dependent on electricity supply for critical medical support and provide sufficient proof of that when we ask, we will not disconnect electricity supply to that property for non-payment.

We may however disconnect the property if there is an immediate safety risk.

- 9.11. If we disconnect you (including because you have not paid us) and you satisfy our reasonable requirements for reconnection, we will restore your electricity supply as soon as is reasonably practicable.
- 9.12. We may transfer all or any part of our rights and responsibilities under this contract to another electricity retailer. Where we transfer our rights and responsibilities under this contract, we will give you at least 30 days' notice that the contract is being transferred to another retailer, where you can access the information you need to contact the new retailer and when the transfer will take place. We may also sub-contract or delegate our responsibilities under this contract to other people or companies – however, when we do this, we will remain responsible to you under this contract for those rights and responsibilities.
- 9.13. If we commit a relevant event of default as defined under the Electricity Industry Participation Code 2010 the Electricity Authority can require us to provide information about you and can:
- a. transfer that information and all or any part of our rights and responsibilities under this contract to another electricity retailer (new retailer); and
  - b. amend this contract to be consistent with, or more favourable than, the standard contract that the new retailer would normally have offered you immediately before we committed the event of default; and
  - c. amend this contract to include a minimum term, so that you must stay supplied by the new retailer for that term unless you pay a cancellation fee.
- 9.14. This contract continues if your electricity supply is disconnected. This contract will automatically terminate if you switch to another retailer or your connection to a property is decommissioned (see clause 14.8 for clauses that survive termination).

## 10. Distribution companies and Lines

- 10.1. You must comply with any agreement you have directly with a distribution company. If you do not have a contract directly with a distribution company, we have arrangements with the relevant distribution company, but you are required to comply with the obligations in this clause 10.
- 10.2. You must also comply with all relevant legal requirements and the distribution company's network connection standards that apply to a property; these include safety and technical requirements and using a qualified person to do any work. You can obtain a copy of each of these from the relevant distribution company. Your invoices will identify who the

relevant distribution company is; alternatively you can contact us to find out.

- 10.3. You must follow any instructions given to you by a distribution company to make sure its electricity lines or equipment on your premises is safe.
- 10.4. Part of your electricity supply may be on load control devices. If a property does have load control devices, we or the distribution company may control their operation as we or others choose. You may not offer the operation of the load control devices on your property, or which are part of your electricity supply, to any third party.
- 10.5. If we receive compensation from a distribution company or another third party for losses that result from an interruption to electricity supply, we will pass on an appropriate proportion of that to you, and if you ask us to, we will give you an explanation as to how that amount was determined.

## 11. Use of Your Information

When you sign up to South Pacific Energy to become a customer, and throughout our supply of electricity under this contract, we will collect, hold, use and disclose personal information about you. If you are an individual, the Privacy Act 1993 applies to that personal information. You must make sure the information you give us is correct and you must always keep it up to date. Our Privacy Policy is on our website and forms part of this contract. It sets out how we will collect, hold, use and disclose information, and if the Privacy Act 1993 applies to your information, how we comply with that Act. We will only change our Privacy Policy on 30 days notice; that notice will be displayed on our website and will include reasons for any change.

## 12. Liability

- 12.1. Unless clause 12.2 applies to you, the Consumer Guarantees Act applies to this contract and this contract does not affect your rights under that Act. We will supply electricity to the standards required under that Act.
- 12.2. If you are in business and receiving electricity and services from us for use in that business, you agree that the Consumer Guarantees Act 1993 will not apply to this contract. We will only apply this clause to you if it is fair and reasonable that we do so.
- 12.3. If we damage a property by not taking reasonable care, and that damage was reasonably foreseeable we will pay the costs of repairing the damage or replacing damaged property (at our discretion) up to a maximum of \$10,000 for any single event or series of closely related events. All other liability we may have to you under this agreement is excluded as much as the law allows.

- 12.4. Except where we are liable to you under the Consumer Guarantees Act 1993 or the Fair Trading Act 1986, we will not be liable to you for any indirect or consequential loss, or loss of profits or business or any similar claims.
- 12.5. Subject to any liability we may have to you under the Consumer Guarantees Act 1993 or the Fair Trading Act 1986, if for any reason we are found to be liable to you, our total maximum liability under this contract is still limited to \$10,000 for any single event or series of related events.
- 12.6. We are not required to carry out our responsibilities under this contract in circumstances where an event has occurred which is beyond our reasonable control and which prevents or delays us from carrying out those responsibilities. Some examples of some events that are likely to be beyond our reasonable control are that:
- a. our website is unavailable;
  - b. we have been unable to secure wholesale electricity to supply to a property;
  - c. our arrangements with a distribution company have been terminated; or
  - d. a distribution company cannot supply electricity to a property (for example, the network or grid they use to supply electricity to that property is unavailable).

If any of our responsibilities under this contract are interrupted because of an event beyond our reasonable control, we will continue to perform our responsibilities that are not affected by the event and we will do everything we reasonably can to make sure your electricity supply is returned to normal as soon as is reasonably practicable. We are not responsible for any damage that results from electricity supply fluctuations.

- 12.7. If you suffer a loss or damage because of something the distribution company does or does not do, you can only claim from us what we can recover from the distribution company, and that is applicable to you.
- 12.8. Each distribution company has excluded or limited its liability to you and to us. Unless the agreement we have with a distribution company provides otherwise, all liability any distribution company may have to you, whether under this agreement, tort or otherwise, is excluded, as much as the law allows.
- 12.9. If you damage distribution company equipment or distribution, you may be liable for any damage you cause. If a distribution company suffers direct loss or damage which is caused or contributed to by your fraud, dishonesty, wilful breach of this contract or wilful misconduct, you will be liable to make good that loss or damage and indemnify the distribution company accordingly.

- 12.10. If you damage any of our property or equipment or any meters or associated equipment, we may require you to pay the cost of repair or replacement of them up to a maximum of \$10,000 for any single event or series of closely related events. This limit does not apply to your obligation to pay for electricity.
- 12.11. The exclusion or limitation of liability in clause 12.8 and the benefit of clause 12.9 are enforceable against you by each distribution company under the Contracts (Privity) Act 1982.

## 13. Embedded Networks

- 13.1. If your fittings or other equipment on your property used in connection with the use of electricity are connected to an embedded network, whether at the time you ask us to supply electricity or if at any time subsequently your property becomes part of an embedded network, additional terms apply to you which are set out in this clause 13. Embedded networks commonly exist in airports, apartments, some subdivisions and commercial buildings and malls. If you are not sure whether the fittings or equipment on your property are connected to an embedded network please contact us.
- 13.2. You acknowledge and agree that the embedded network owner, and not the distribution company, is responsible for the conveyance of electricity to your property and that, to the fullest extent permitted by law, the distribution company and the owner of the embedded network shall have no liability to you of any kind relating to the embedded network, whether under this agreement, tort or otherwise.
- 13.3. If you wish to on-sell electricity from your property to another end-user, you must have an agreement with any such end-user that mirrors or has the same effect as this contract, including clauses 12.1, 12.2 and this clause 13.

## 14. Miscellaneous

- 14.1. You must not transfer any of your rights and obligations under this contract to any other person.
- 14.2. We can change this contract or our payment mechanisms and how they operate at any time provided we give you at least 30 days' notice in advance by emailing you directly and by advertising on our website. Where we change payment mechanisms or how they operate our notice will explain why we are making the change. However, we can change or update our refunds policy and our schedule of fees for products and services associated with electricity supply at any time by updating them on our website and any change will apply 30 days from when we update our website. We will explain the reason for the change. (We will not email you about these changes unless the change involves an increase of more than 5% to a fee.)

- 14.3. We can send notices to you using the email address you have provided us. Notices are deemed received the day after they are sent. Always make sure we have your current email address. However, a notice of disconnection will always be sent to the physical address you have provided to us and will not be emailed.
- 14.4. You must always comply with laws, regulations and codes that are applicable to the supply of electricity to a property. We must always supply electricity in a way that is consistent with our legal obligations relating to electricity supply and with all relevant industry protocols and codes of practice in New Zealand.
- 14.5. If for any reason we think a receiver, liquidator, administrator or other similar officer is likely to be appointed in respect of our business, we will take all reasonable steps to ensure you continue to receive electricity supply to your properties.
- 14.6. The provisions of clauses 3.5, 7, 8, 9, 10 and 13 that allow a distribution company to interrupt electricity supply, oblige you to give access to and look after distribution company equipment and lines, cooperate with each distribution company and limit liability of each distribution company and where applicable, any embedded network owner are intended for the benefit of and are enforceable against you by each distribution company and applicable embedded network owner under the Contracts (Privity) Act 1982.
- 14.7. Clause 9.12 (that allows us to transfer our rights and obligations under this contract to another retailer) and clause 9.13 (that allows the Electricity Authority to transfer your contract to another retailer and amend your contract) are intended for the benefit of, and are enforceable against you by, the Electricity Authority under the Contracts (Privity) Act 1982. Clauses 9.12 and 9.13 cannot be amended without the consent of the Electricity Authority.
- 14.8. Any clauses that are intended to have effect after termination continue to have effect. This includes clauses 5–13 inclusive and this clause 14.8.
- 14.9. References to:
- a. us, we and South Pacific Energy are to South Pacific Energy Limited;
  - b. a distribution company;
  - c. a meter owner; and
  - d. Electricity Authority

in each case include its subsidiaries, employees, contractors and agents. References to "an individual" means to a natural person. Reference to something in the singular includes the plural and vice versa.

## 15. Complaints and contact details

15.1. If you have a complaint against us, you should tell us as soon as possible. Please contact our complaints team in the first instance. You can contact us through any of the following:

- Call one of our friendly crew at 0800 SPE 888(0800 773 888 - free call) between 10am and 6pm, Monday to Friday;  
Skype us at South Pacific Energy Limited;
- Email us at [info@spegroup.co.nz](mailto:info@spegroup.co.nz);
- Write to us at:

South Pacific Energy Limited  
Level 4 F (suite 6)  
89 Albert Street  
Auckland CBD

Our complaints process is free. Details of our customer complaints process and complaints phone number and our other contact details are on our website. However, we are required by the Electricity and Gas Complaints Scheme to replicate this information in these terms and conditions.

15.2. Once we have received your complaint, we will reply to you within two working days to confirm we have received it. We'll also decide whether we think your complaint is related to lines services, or our service. If we think your complaint is related to lines services, we'll refer your complaint to your lines company within two working days of receiving it and tell you we have done this (as well as who will be the contact person at the lines company for resolving your complaint). The lines company will then be responsible for managing and resolving your complaint, but we will continue to monitor and facilitate the resolution of your complaint by the lines company.

15.3. If we think your complaint is related to our service then we'll contact you directly to work through the issue with you, and continue to update you via email. We'll monitor your complaint progress regularly to ensure we resolve it with you as soon as possible. We aim to resolve all complaints within 20 working days.

15.4. If it takes us longer than 20 working days to resolve your problem, then we'll contact you to let you know and to give you further options.

15.5. If you're not satisfied:

- a. We're a member of The Electricity and Gas Complaints Commissioner Scheme, which is a free and independent complaints resolution scheme. If for some reason you are dissatisfied about the resolution of your complaint, or we can't resolve your complaint or problem within 20 working days, you can take your complaint to:

The Electricity and Gas Complaints Commissioner Scheme Freepost 192682  
PO Box 5875  
Lambton Quay Wellington 6145

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

[info@egcomplaints.co.nz](mailto:info@egcomplaints.co.nz)

Free Phone: 0800 22 33 40

Free Fax: 0800 22 33 47

Phone: +64 4 914 4630

Fax: +64 4 472 5854.

- b. You can also take your complaint to the Office of the Ombudsman, to the courts or the Disputes Tribunal.