

SWITCH UTILITIES LTD: STANDARD TERMS AND CONDITIONS

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1. INTRODUCTION

- 1.1 These are the terms of **your** relationship with **SWITCH UTILITIES LTD**. In remaining, or becoming, a **Switch Utilities customer, you** and **Switch Utilities** agree to these terms and conditions, unless agreed otherwise in writing.
- 1.2 These terms and conditions are a legally binding document between **us**. They apply to the supply of electricity and reticulated gas and other associated services unless otherwise agreed in writing.
- 1.3 These terms are effective from 1 November 2018 for new customers or existing customers taking over new connections and from 1 January 2019 for existing customers at existing connections. They replace previous standard terms on which **we** supply **energy**.
- 1.4 To deliver **energy to you we** rely on the network connected to **your property** and the national transmission systems that convey **energy** throughout New Zealand. **We** can only supply **you** with **energy** if either **you** or **we** have an agreement with the owner of the network connected to **your property** permitting the delivery of **energy to your property**.
- 1.5 The agreement **we** have with the **network company** connected to **your property** contains terms that **you** must comply with, and that form part of these terms. These terms describe the general nature of the terms contained in agreements **we** have with the **network company**.
- 1.6 **We** can tell **you** of any additional terms applicable to **you**. These terms also set out the respective responsibilities of **you, Switch Utilities** and the **network company** in relation to the supply of **energy**.
- 1.7 If **you** are uncertain about any of these terms and conditions, or **you** have a question, please contact **us** on 0800 SWITCH (794 824).
- 1.8 All words in these terms which are in bold shall be interpreted in conjunction with the definitions specified in the 'interpretation' section.
- 1.9 If you are a "Time of Use / Half Hour" **customer**, the following clauses of these standard terms and conditions do not apply to your contract with us: 2.5, 8.8, 8.9 8.10, 12.16,12.23-12.27 and 13.5

2. BECOMING OUR CUSTOMER

- 2.1 To apply to become a **customer you** can:
 - a) Contact **Customer Services** by phone, or
 - b) Complete an application form, or
 - c) Sign up on **our** website (www.switchutilities.co.nz)
- 2.2 Before **we** accept **your** application **you** may be required to provide evidence of **your** tenancy or occupation of the **property** and **we** may require a bond in accordance with Section 3.
- 2.3 If **your** application is accepted (which is at **our** sole discretion), or **you** otherwise become a **customer, you** will be bound by the terms of this **agreement** (including in respect of **energy** consumed in the interim).
- 2.4 If **you** use **energy** as the occupier of a **property** to which **we** supply **energy, you** will be a provisional **customer** and (unless **we** notify **you** otherwise) **you** must still make an application to become a **customer**. **We** may decline that application, in which case **you** will cease to be a **customer** from such date as **we** advise, and **we** may disconnect the **energy** supply to **you** and cease supplying electricity and/or gas and other associated services. **You** may be required to pay for the **energy** consumed in the interim, in accordance with the Industry Standards applicable to pricing and payment.
- 2.5 Upon becoming **our customer, we** will send **you** a Welcome Pack summarising **your** pricing, any fixed term (if applicable) and any specific terms agreed in relation to **your energy** supply. The Welcome Pack does not replace **our agreement** with **you**, but supplements the terms and conditions in this document.
- 2.6 More than one person may be the **customer** at any **property**, and each such person will be bound by (and jointly and severally responsible for complying with) this **agreement**. **We** may recover unpaid invoices from any one or more persons who are a **customer**.
- 2.7 **You** must notify **us** if **you** no longer wish to be a joint **customer**. **We** may elect to terminate this **agreement** with respect to the outgoing **customer** or require the remaining **customers** to enter into a new agreement (or elect to do both).

2.8 **You** may nominate a preferred contact person or persons to make decisions and deal with **us** for **you** under this **agreement**. **You** confirm that **your** nominated contact person is 18 years or older. **You** will remain responsible for meeting **your** obligations under this **agreement**.

3. BONDS

3.1 **We** may require a cash bond within 14 days of request from us and/or a satisfactory credit check before **you** become **our customer** and **we** supply **energy** or other services. If this is the case, **we** will tell **you** when **you** become **our customer** and **we** will give **you** reasons for **our** decision. This decision will comply with any relevant regulations or industry standards. If **we** require a bond, it will be invoiced as early as possible after **we** accept **you** as a **customer**. **You** must pay the bond within the timeframe specified on the invoice.

3.2 **We** may also ask **you** for a bond at any time if **you** are unable to establish a satisfactory credit record or maintain a satisfactory payment record with us.

3.3 Any bond for electricity-only residential **customers** or for gas-only residential **customers** will not exceed \$150. If **we** supply **you** with both electricity and gas for **your** residential **premises**, **your** bond will not exceed \$200. If **you** are a commercial **customer** **your** bond will be as agreed with **you**. **We** will not pay interest on the bond. The bond will be held in trust on **your** behalf in a separate account.

3.4 **We** will repay **your** bond, less any amounts **you** owe us, within one month of the earlier of:

- a) **You** maintaining a satisfactory payment record for at least 12 months; or
- b) Terminating **our** supply of **energy** to **you**.

3.5 **We** will do this by:

- a) Crediting **your** account with us; or
- b) Sending **you** a cheque; or
- c) Paying **you** by direct credit to **your** nominated bank account.

3.6 If we need to keep your bond for more than 12 months, we will provide our reasons for doing so to you.

4. COMMENCEMENT AND TERM

4.1 Unless there is a different date set out in any **special terms**, **you** will be bound by this **agreement** from the earlier of:

- a) The date **you** occupy, or become responsible for the **energy** account for the **property** or **properties** to be supplied under this **agreement**; or
- b) The date **we** first supply **you** with **energy** or other services at any **property** or **properties** to be supplied under this **agreement**. This can be from the last date billed by your previous retailer.

4.2 Supply of **energy** can, by arrangement, commence earlier than the date **you** occupy, or become responsible for the **energy** account for, the **property** or **properties** to be supplied under this **agreement**. **You** will be responsible for **energy** consumed in this earlier period once **you** enter into this **agreement**, and **you** must pay for such **energy** consumed in this period based on **your** pricing.

4.3 If **energy** is not supplied at the commencement of this **agreement**, **we** will endeavour to commence supply as soon as reasonably practical, subject to any requirements set out in this **agreement**.

4.4 This **agreement** continues until lawfully terminated.

5. MOVING PREMISES

5.1 If **you** move premise **you** must:

- a) Give **us** at least three **business days'** notice of **your** move and **your** new address so **we** can send **you** a final invoice. This requirement for **you** to provide **us** with three **business days'** notice of **your** move is consistent with applicable regulations and industry standards as at the date of these terms; and
- b) Let **us** complete a final **meter** reading at **your** old **premises** (a charge applies) or let **us** take a final **meter** reading remotely if an advanced **meter** has been installed at **your** old **premises** (a charge may apply) or, at **our** discretion, provide **us** with a final reading over the phone or via **our** website.

- 5.2 If the final **meter** reading provided by **you** does not match **your** rate of consumption **we** may ask for a final **meter** reading to be carried out by an approved **meter** reader, or take a final **meter** reading remotely if an advanced **meter** has been installed, and **we** may adjust **your** final invoice accordingly. If this is the case **we** will endeavour to contact **you** at the phone number **you** have provided us. **We** will only take a reading from the **meter** at **your premises** in circumstances that are consistent with applicable regulations and industry standards.
- 5.3 If **we** agree to supply **energy** to **your** new **premises**, these terms and conditions will apply to **your** new **premises**.
- 5.4 If **you** leave **your premises** (e.g. if **you** move from a flat but **your** flatmates are staying on) and **your** name is on the **energy** account, it's important to tell **us** that **you** are terminating **your** account with us, and if necessary make arrangements to transfer it to someone else. If **you** wish to transfer **your** account to someone else at the **premises**, **we** will need to speak to that person(s) and accept them as **our customer** before the account can be transferred. If **you** remain the account holder and **energy** is consumed at the **premises** after **you** leave, **you** will remain liable to us.
- 5.5 For safety reasons, if **you** have a new or altered gas or electricity connection, or if **your** supply has been disconnected, **we** may require **you** to provide a certificate of compliance or certificate of verification from a certified service provider before **we** can supply **you** with **energy**. **We** may also request a copy of this certificate at any time.

6. ENERGY SUPPLY

OUR COMMITMENT TO YOU

- 6.1. **We** are committed to providing **you** with a safe and reliable **energy** supply. **We** cannot guarantee a continuous **energy** supply or that the voltage or frequency of electricity supplied to **you** will not fluctuate. **Switch Utilities** will supply electricity/gas:
- a) In a manner consistent with all legal obligations relating to the supply of electricity and/or gas (including the Electricity Act 1992, the Electricity Industry Act 2010, the Electricity Industry Participation Code 2010 and the Consumer Guarantees Act 1993, the Gas Act 1992 and the Gas Regulations 1993.)
 - b) Where applicable, in order to supply **you** with these services **you** and **your** gas installation, fittings and appliances must comply with all legal requirements and applicable statutes, regulations, and industry rules and code of practice, and with the **network company**'s requirements for connection to its distribution network. **We** will assist **you** to obtain details of those requirements but are under no obligation to provide **you** with natural gas or associated services until all such requirements are met.
 - c) In accordance with good industry practice in New Zealand;
 - d) In accordance with any relevant industry protocols and codes of practice.

PLANNED INTERRUPTIONS TO ENERGY SUPPLY

- 6.2. Planned interruptions to the supply of **energy** may be necessary:
- a) For maintaining the **equipment** associated with the **energy** supply to **your property**.
 - b) To ensure the quality and safety of **energy** supply to **you**.
 - c) To comply with the law.
- 6.3. The **network company** or **Switch Utilities** will notify **you**, where practicable, at least 4 **business days** before any planned interruption to **your energy** supply. Where 4 business days is not practicable, and the interruption is urgently required, we will give you as much notice as reasonably practicable. We will restore your energy supply as soon as reasonably practicable following a planned interruption.

UNPLANNED INTERRUPTIONS TO ENERGY SUPPLY

- 6.4. Circumstances beyond **our** control may cause the **energy** supply to be interrupted. On occasions, interruptions in the **energy** supply will occur due to an accident, emergency, earthquake, fire, weather, volcanic activity or difficulties associated with transmission, generation, or production of **energy**. Please phone 0800 SWITCH (794 824) to report a fault 24 hours a day, or refer to the fault number recorded on **your** invoice which may differ in some areas.
- 6.5. All network faults are controlled and eliminated by **network company** contractors with whom **Switch** co-ordinates as necessary to support resolution. **Switch Utilities** will endeavour to obtain regular updates on any fault status which will be available by phoning 0800 SWITCH (794 824). Information about a supply interruption will be updated

in accordance with good industry practice in New Zealand. We or the network company will restore the supply of your energy and services as soon as practicable.

COMPENSATION

- 6.6. If **Switch Utilities** receives compensation from a third party for losses relating from the interruption of supply, **Switch Utilities** will pass on an appropriate portion of that compensation to consumers whose supply was interrupted and if requested to do so by the consumer we will provide an explanation of how the amount passed on, was determined.

LOAD CONTROL

- 6.7. The **network company** may have to interrupt **your energy** supply to ensure the safety and integrity of its network, or if required by a contract relating to the connection of that network to the national transmission system.
- 6.8. If **your property** has load control equipment installed which allows the remote control of the **energy** supply to some of **your** equipment (such as water heating or storage heating), and **you** are on an interruptible load **pricing plan**, the **energy** supply to that Equipment may, without notice, be temporarily interrupted.

THIRD PARTY LOAD CONTROL

- 6.9. If **you** enter into any agreement or arrangement with any third party in relation to control of **your** load **you** must ensure that:
- a) The load is not already subject to the **network company's** right of control;
 - b) The third party does not interfere with or damage the **network company's** or **our** load control systems (being, a control and communications system for controlling parts of **your** load and consisting of loading signalling **equipment** and load control **equipment**);
 - c) If any damage occurs due to the actions of the third party **you** must promptly and at **your** own cost remove the source of the interference and make good the damage;
 - d) The third party makes the load available to the **network company** to enable it to fulfil any performance obligations it has as an asset owner (in respect of managing system security in accordance with the **Code**) and to meet any applicable service standards for distribution services; and
 - e) Prior to controlling the load, the third party has entered into an agreement with the **network company** which sets out the protocols for the use of the load, including the matters set out above and the coordination with the **network company** of the disconnection and reconnection of load.

FLUCTUATIONS IN THE VOLTAGE OR FREQUENCY OF ELECTRICITY

- 6.10. Some electrical **equipment** (generally electronic appliances such as computers, phones and microwaves) are sensitive to, and may be damaged by, fluctuations in the voltage or frequency of electricity that sometimes occur on any electricity network. It is **your** responsibility to ensure that sensitive electrical **equipment** is adequately protected when using a supply of electricity **we** provide, and these are not treated as interruptions. **You** can further protect yourself by insurance cover against these risks.
- 6.11. Fluctuations in the voltage or frequency of electricity can occur when:
- a) Customers use electrical **equipment** with powerful motors.
 - b) Customers use appliances with a high electrical load.
 - c) Lightning strikes electrical lines or transformers.
 - d) Electrical lines are broken or cut.
 - e) Trees interfere with electrical lines.
- 6.12. There are devices available that can protect sensitive electrical **equipment**. Please contact **your** electrician or electrical **equipment** store for assistance.

RESPONSIBILITY FOR GAS SUPPLIED

- 6.13. **You** agree to notify us, in advance of any significant and foreseeable change in **your** natural gas consumption volume or pattern, or of any proposed change in **equipment** at **your premises** that may affect **your** natural gas supply in any material way.

7. METERING AND METER DATA

- 7.1 Our charges for **energy** supplied will generally be based on **your energy** usage taken from readings of the **meters** on the **property**. If, for any reason (including without limitation, due to difficulty in accessing the **property**) **we** cannot read the **meters**, **we** may estimate **your energy** usage. **We** may also estimate **your** usage where **your pricing plan** requires **you** to be billed to a specific date (for example, to the end of the month) and the reading **we** received was taken before or after this date. An explanation of how estimates are calculated will be provided on request.
- 7.2 All **meters** will be deemed to be accurate and all measurements taken from the **meter** will be binding on **us** both unless either of **us** disputes the accuracy of the **meter**. In that event, the relevant provisions of the **Code** and other applicable **Industry Codes and Standards** shall apply. If **you** think that the **meter** is faulty, **we** or **our representatives** will check the **meter** within 14 days of a request by **you**. If the **meter** is found to be accurate, **we** will charge **you** a fee for this service. If the **meter** is found to be inaccurate and **you** have been incorrectly charged for **energy**, if necessary, **we** will arrange for the repair or replacement of the faulty **meter** and any under payment or over payment will be paid in the manner set out in Section 8. However, no credit will be given if **we** or **our representatives** determine that the **meter** has been tampered with. If **we** think the meter is faulty, we will check the meter giving you at least 7 days' notice. If the meter is found to be inaccurate and **you** have been incorrectly charged for **energy**, if necessary, **we** will arrange for the repair or replacement of the faulty **meter** and any under payment or over payment will be paid in the manner set out in Section 8. However, no credit will be given if **we** or **our representatives** determine that the **meter** has been tampered with.
- 7.3 **Industry Codes and Standards** require **us** to read the **meters** on the **property** at least once every 4 months. **We** or **our representatives** will generally endeavour to read the **meters** that are on the **property** at least once every two months, unless otherwise agreed. **We** or **our representatives** may read the **meters** physically, electronically or by any other method. All **meter** readings will be done in accordance with the **Industry Codes and Standards**.
- 7.4 If **you** dispute the accuracy of any estimated invoice, **you** may carry out a **customer reading** and provide that reading to **us**. **We** will accept a **customer reading** that meets **our** reasonable requirements. If it turns out that **our** estimate was materially inaccurate, **we** will agree with **you** any invoicing adjustments necessary.
- 7.5 Unless **we** agree in writing, **you** must not obtain any data or information from **our equipment** other than by way of the services **we** provide to **you** under this **agreement**. Obtaining data or information from **our equipment** other than by way of the services **we** provide to **you** will not in any way affect **our** obligation to provide, or **your** obligation to pay for, the services.
- 7.6 **We** may, at any time replace the **meter** at **your property** with an advanced **meter** or any other type of **meter** at **our** sole discretion. **You** agree that **you** will not frustrate or delay the replacement of any **meter** (including replacing **your** legacy **meter** with an advanced **meter**). If **we** agree not to replace a legacy **meter** with an advanced **meter** after informing **you** of **our** intent to do so because **you** object such an installation, **we** may charge **you** additional fees to cover the cost of on-going **meter readings**, inspections and other associated costs of retaining that legacy **equipment**. **We** will give **you** at least 30 days' notice prior to those new fees coming into effect.
- 7.7 **You** agree that **we** own all metering data and any other data collected by the **meter**. To the extent that any metering data or other data constitutes "personal information" for the purposes of the Privacy Act 1993, **we** will ensure that the metering data is held by **us** in accordance with the Privacy Act 1993.

8. CHARGES, INVOICING & PAYMENT

CHARGES

- 8.1 **We** will send **you** an invoice for payment on a monthly basis unless **you** have agreed otherwise, for the **energy** supply to **your property** and for services used by **you** in accordance with the applicable charges set out in **your pricing plan**. **Your pricing plan** will be provided to **you** when you sign up with **us** and new copies supplied if **we** vary your **pricing plan** from time to time. Low user pricing plans are only available at your primary place of residence. You are only entitled to change between a Low User and a Standard User once every 12 months.
- 8.2 Other charges that may apply include bonds (no interest payable), service fees (including disconnection and reconnection charges, dishonour fees, prepayment of electricity, special **meter** readings or **meter** accuracy tests). **Switch Utilities** will advise **you** of any additional costs and explain the reasons for the charge(s) at the time **you** request the product or service, or an estimate if the cost is not then known.

- 8.3 A copy of **our** current Schedule of Fees is available by contacting **us** on 0800 SWITCH (794 824) and on **our** website www.switchutilities.co.nz.

SENDING YOUR INVOICE

- 8.4 The invoice will include identifier numbers of all installation control points (ICP's) the invoice refers to, will clearly state if an estimate has been used, separately itemizes the quantity and cost of the **energy** supplied (or estimated to have been supplied), relevant fees and charges and other products and services as applicable including line function services if charged separately. Invoices are sent by email. You must ensure a valid email address is provided and that our emails including but not limited to invoices are able to be received.
- 8.5 If **your meter** is not read for any reason **we** will estimate the use of **energy** at **your property** for the purpose of preparing **your** monthly invoice. Adjustments will be made in any subsequent invoice to reflect the actual usage once the **meter** has been read.

PAYING YOUR INVOICE

- 8.6 **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 that estimated consumption is considered reasonable. Estimated accounts are based on previous consumption history held. **You** will be liable to pay for electricity consumed and all charges for products and services provided to you under the contract from the date your contract commences or end of the previous energy retailer's last bill date (whichever is earlier), unless another date has been agreed. Supply will not be disconnected for non-payment of an estimated amount unless **we** reasonably believes that it is fair and reasonable in the circumstances to do so.
- 8.7 If more than one person has requested **us** to supply **energy** to **your property** then **you** will be jointly and severally liable to pay the invoice. Payment options are available on **our** website www.switchutilities.co.nz, or by phoning **us** on 0800 SWITCH (794 824). If **you** require an explanation of how these options work, please contact us. If any currently offered alternate payment options are to change, **we** will give reasonable notice and adequate information to explain the changes to **you** before the change takes effect.
- 8.8 If **we** are unable to provide **you** with a prepayment option, **we** will provide **you** with other companies that do.
- 8.9 If **you** are having difficulties in paying **your** invoice to **us** because **you** are a low income **customer** or a vulnerable **customer**, **you** may arrange for payment alternatives. Please call **Customer Service** to discuss alternative payment methods. If any current alternative payment options are to change, we will give you at least 30 days' notice and adequate information to explain the changes before the change takes effect.

ANNUAL CONSUMPTION CHECK

- 8.10 **We** will check residential **customer** consumption annually based on **your** previous 12 months consumption. **We** will advise **you** of any potential benefits between **our** low user and standard user price plans and **you** may contact **us** within the timeframe specified in **our** communication if **you** wish changes to be made.
- 8.11 If a **customer** requests a change to be made to their plan this may incur a charge. These charges are available by phoning 0800 SWITCH (794 824) or by viewing **our** Schedule of Fees available on **our** website.

PRICE CHANGES

- 8.12 **We** may change the rates, fees and charges that **we** charge **you**, as well as the level of any prompt payment discount. **We** will give **you** 30 days' notice in advance of any increase in **our** rates, fees or charges or any decrease in **our** prompt payment discount, together with any reasons for that increase or decrease.
- 8.13 If **we** have agreed with **you** that a particular set of rates will apply to **you** for a fixed period, at any time after the end of that period **we** may (at **our** discretion) either continue to offer those rates to **you**, or move **you** on to other generally available pricing **we** offer in **your** area. If **we** decide to change **your** rates, **we** will notify **you** of the change 30 days prior to the date the change will take effect.
- 8.14 If **you** wish to change **your pricing plan**, products or services to another **pricing plan**, product or service then please contact us. Please note that:

- a) Not all plans and rates are available to all **customers**, and the plans and rates which are available to **you** may be subject to reasonable restrictions including **your** metering configuration, **your** local **network company**, the **network company's** classifications for **your property**, and **your** end use. Please contact us on 0800 SWITCH (794 824) for details on what plans and rates are available to you.
- b) If **you** are a residential **customer**, and **we** agree to make the change, **we** will do so within 10 **business days** of the date **you** notify us. All changes will be made on moving forwards basis unless **we** agree otherwise.
- c) If **you** are a commercial **customer**, and **we** agree to make the change, **we** will do so within a reasonable timeframe which **we** agree with **you** and from a date which **we** agree with **you**.

PROMPT PAYMENT DISCOUNTS

- 8.15 If **we** offer a prompt payment discount to **you**, it will be shown on **your** invoice. A prompt payment discount will only be available to **you** if **we** receive full payment of the specified amount shown on **your** invoice by the due date shown on **your** invoice. A prompt payment discount will not be prorated for part payment, and if **you** make payment after the due date the non-discounted amount will be payable in full.

DISHONoured PAYMENTS

- 8.16 If any payment made by **you** is dishonoured by **your** bank, **we** may charge **you** a dishonour fee and may reverse any prompt payment discount which applied to that payment.

CORRECTION OF ERRORS

- 8.17 Other than where **we** have estimated the amount of electricity **you** have used (in which case **your** invoices will be adjusted when **we** read **your meter**), if **we** make an error in an invoice and charge **you** an incorrect amount, **you** will either:
- a) In the case that **you** were overcharged, be entitled to a prompt refund of the amount overcharged
 - b) In the case that **you** were undercharged, be required to pay the undercharged amount to us once we have invoiced you for such underpayment. **We** will take into account whether **we** or **you** have contributed to the error, or could have been expected to know of the error. If it is appropriate and reasonable in the circumstances, **we** may allow **you** to pay the undercharged amount over an extended period, or **we** may credit a proportion of the undercharged amount.

9. RESPONSIBILITIES FOR ENERGY LINES AND EQUIPMENT

- 9.1 **You** are responsible for repairing and maintaining all **equipment** on the **property** that is not owned by or provided by **us**, or any of **our representatives** (including the **network company**, or the **metering equipment provider** nominated by **us**). This includes **your meter** board, fuse board, and wiring. **You** are also responsible for any electricity lines or gas pipes running from the connection point to any other point on the property ("Customer Service Line").
- 9.2 If you want to know the location of the network connection point on your premises, contact us and we will tell you where it is likely to be and how you can find out where it actually is. In most cases it is on a power pole outside the boundary of your property.
- 9.3 **You** agree not to claim, or attempt to give any other person, any ownership in any **equipment** on the **property** owned by **us**, or any of **our representatives**. **You** will not encumber any such **equipment** or any part of it or use it as security in any way, or create any lien upon the **equipment** whether for repairs or otherwise. Title to **equipment** supplied by **us**, or any of **our representatives** remains with **us** or **our representatives** and **you** have no rights in or title to any such **equipment**. Any **equipment** supplied is not a fixture and can be removed by **us**.
- 9.4 If we agree to supply **metering equipment** to **you**, **you** must not disconnect, remove, tamper with, or replace such **meter** with another **meter** (other than one provided by **us** or **our representatives**), or permit such disconnection, removal or replacement without **our** prior written consent and such consent may be withheld at **our** sole discretion. Failure to comply with this requirement will be considered a material breach of this **agreement**.
- 9.5 If **you** do not have any **metering equipment** at **your** property when **we** take over the supply to **your** premise, or if **we** organise a new connection, **we** will organise for **metering equipment** to be installed by **us** or a **metering equipment provider** nominated by **us**, and **you** will not unreasonably prevent the installation of such **equipment**.

9.6 **You agree:**

- a) To protect all **equipment** on the **property** from damage and unauthorised interference, and to provide suitable housing and space for such **equipment**
- b) Not to interfere with, tamper with, damage or remove from the **property** any **meter, equipment**, or fittings belonging to **us** or **our representatives** and to prevent other unauthorised persons from doing so (except as expressly permitted in this **agreement**)
- c) To keep trees and other vegetation clear of all **meters, equipment**, fittings, electrical lines and gas pipelines and to comply with the Electricity (Hazard from Trees) Regulations 2003. If **you** do not, **we** may give **you** written notice requiring **you** to clear the trees and vegetation within a specified time at **your** cost.
- d) To notify **us** immediately of any damage to, or interference or fault with, any **equipment** on the **property**
- e) To cooperate in good faith with **our** investigations into any such damage to, or inference or fault with, any **equipment**
- f) To ensure that the way **you** use electricity at your premises does not interfere with the quality of the electricity supplied to others, or interfere with the lines network, and to stop any interference as soon as **you** become aware of it
- g) To use **energy** safely and ensure that all wiring, fittings, and **equipment** on the property are suitable, safe, and ensure that only suitably qualified tradespersons carry out any required work on the wiring, fittings, gas appliances and **equipment** on the **property**
- h) Not to connect one connection point to another or interfere with **our** or any other persons **energy** supply
- i) Not to allow **energy** supplied to the **property** to be taken illegally or used at any other **property**
- j) To comply with the **network company's** standards relating to network connection and the Network Operators processes relating to network connection as established, as amended and replaced from time to time. If you would like information on these standards, please contact us on 0800 SWITCH (794 824).
- k) Comply with reasonable directions from **us** or the **network company** to ensure the safety of its energy lines or **equipment** on your property.

Your failure to comply with any of your obligations under this clause will constitute a material breach of this agreement.

9.7 **You** must notify **us** immediately if **you** become aware of any fault in your **energy** supply, including any fault with the **equipment** or any suspected gas leak, by phoning the **Switch Utilities** customer service line 0800 SWITCH (794 824). The faults number is available 24 hours.

9.8 **You** may, with **our** prior written consent and prior written consent of the **network company**, connect or modify any **equipment** on the **property** as to enable the electricity generated on the **property** to be conveyed through the **network company's** network. However, any consent by **us** and any conveyance of electricity generated by **you** through the **network company's** network will be subject to the applicable regulations and industry standards (which we will provide to **you** on request) and such terms and conditions as **we** or the **network company** may reasonably require.

9.9 **You** must give **us** notice at least 7 days prior to any excavation or modification being carried out on the **property** that may affect the supply of **energy** to **you** or any other person.

9.10 **We** will arrange and pay for the repair of **equipment** (including **meters**) provided by **us** or **our representatives** unless we find that the **equipment** has been tampered with, in which case **you** will pay for such repairs. If such tampering has prevented all or part of the **energy** usage at the **property** from being accurately measured, we may disconnect your **energy** supply, take legal action against you, and charge you for:

- a) The cost of repairing, replacing, or re-securing the damaged or faulty **equipment**;
- b) The cost of modifying or disconnecting any generation or other **equipment** on the **property** that fails to comply with any conditions required to be met under clauses 9.6(a) to (k) or clause 9.8;
- c) **Our** estimated cost of the unmeasured **energy** supplied which **we** shall determine in **our** reasonable discretion;
- d) The administration costs involved in investigating the tampering and preparing an assessment of **energy** usage;

- e) A reconnection fee on reconnection of **your energy** supply should **we**, at **our** absolute discretion, agree to do so.

- 9.11 When any of **our equipment** is no longer required, or upon discontinuance of **our** supply of services to **you** (whether by termination of this **agreement** or otherwise) **we** may, at **our** discretion having first given **you** notice of our intention to do so, remove any **equipment** which **we** or **our representatives** own or control in respect of the **property**. If, after giving **you** this notice, **you** refuse to allow **us** to recover the **equipment**, **we** may (to the extent lawful) enter any **premises** where **we** believe the relevant **equipment** may be located, during normal business hours, to recover that **equipment** and to that extent **we** have no liability to **you**.
- 9.12 Where practicable, **we** will inform **you** prior to taking any action on **equipment** which may impact on **your** invoices or result in an extra charge.

10. ACCESS TO YOUR PROPERTY

- 10.1 Except in routine situations (such as reading or inspecting a **meter** that is located on the outside of **your** building), or in the case of an emergency, before accessing **your property** we will provide **you** written notice at least 10 working days prior to entry of when we (or **our representatives**) will be accessing your property and the purpose for such access.
- 10.2 **Our**, the metering equipment provider, and the **network company's** representatives will carry appropriate identification, will present their identification upon request and identify themselves to **you** before entering **your property**. **We** require all contractors and employees to act courteously, considerately and professionally at all times. **You** can refuse access if no identification is produced. If access is denied once identification has been produced, this could result in disconnection. **Our**, the metering equipment provider, and the **network company's** representatives may use any keys and security information provided by **you** for the purpose of gaining access to **meters**. If **you** require information regarding security of keys held and processes for managing the security of keys please contact **us** on 0800 SWITCH (794 824).

REASONABLE ACCESS

- 10.3 **You** must make suitable arrangements to let **our**, the metering equipment provider and the **network company's** representatives have reasonable, unobstructed and safe access to **your meter** and **property** to:
- a) Read **meters**;
 - b) Install, work on or remove any **equipment** associated with **energy** supply to **your property**; or
 - c) Ascertain the quantity of **energy** supplied to **your property**; or
 - d) Connect or disconnect the supply of **energy** to **your property**.

Any changes required to ensure reasonable, unobstructed and safe access to **your meter** and **property** shall be at your expense and completed by a registered electrician.

IMMEDIATE ACCESS

- 10.4 **You** must give **our**, the metering equipment provider and the network owner's representative's access to **your property** at any time:
- a) During an interruption to **energy** supply in **your** area to carry out work to restore the supply of **energy**; or
 - b) For safety reasons; or
 - c) To protect **property**.

ACCESS FOR EQUIPMENT

- 10.5 **You** must provide the **network company**, the metering equipment provider, or **us** with any necessary convenient space required to install any **equipment** on **your property** which may be reasonably required for **energy** supply of **your property**. If **you** do not own **your property** it is **your** responsibility to obtain the owner's consent before **we**, the metering equipment provider, or the **network company** install or remove any **equipment** associated with **energy** supply on **your property**.
- 10.6 **We** will at all times take all reasonable steps to minimise direct impacts on consumer **property** or inconvenience to the consumer; and will comply with reasonable requirements of the consumer.

11. USE OF PERSONAL INFORMATION WE HOLD, DATA AND PRIVACY

- 11.1 **You** agree to the **Switch** Privacy Policy, found at www.switchutilities.co.nz.
- 11.2 **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. **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.
- 11.3 **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:
- a) carry out a credit reference check; or
 - b) carry **our** responsibilities, or exercise **our** rights, under these terms; or
 - c) advise **you** of any other services **we** or any related Company offers which **we** consider may be of interest to **you**; or
 - d) disclose relevant information to a person involved in recovering money from **you**, if **you** have not paid **us** by the due date; or
 - e) have market research carried out for **us** by a reputable market research organization
- 11.4 **We** may also give **your** personal information to the **network company** to enable the **network company** 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 of **Switch Utilities** who have password access to it. **You** may have access to **your** personal information during normal working hours. **We** will correct any incorrect details.
- 11.5 If **you** receive energy from us under a customer network, you agree we can share information with your Body Corporate and Building Managers as necessary for us to carry out our obligations under this Agreement.
- 11.6 **We** comply with all obligations as outlined in the Privacy Act 1993.

12. DISCONNECTION AND ENDING ENERGY SUPPLY

DISCONNECTION BY THE NETWORK COMPANY

- 12.1 **Your network company** has the right to disconnect **your** energy supply in the following circumstances:
- a) It is necessary to avoid endangering persons or **property**;
 - b) There has been an occurrence, or there are circumstances, that may adversely affect the proper working of the network or transmission system
 - c) The **network company** has planned maintenance activities to complete
 - d) An “event of default” or an “insolvency” event under the **network company** agreement occurs in relation to **us** (as those terms are defined in that agreement)
 - e) **We** do not have a valid **network company** agreement in relation to **your premises**, or that agreement has expired or been terminated or is about to expire or be terminated
 - f) **You** do not give the **network company** access to **your property** in accordance with Section 10, and **you** have been given 10 **business days’** notice that access is required, or immediately where access is required for safety reasons. Access for safety reasons means that the **network company** is aware that, or has reason to believe, or needs to assess whether or not the **equipment** on **your premises**, the installation, or **premises** itself is unsafe or hazardous.
- 12.2 In these circumstances, the **network company** will disconnect **your** energy supply and not **Switch Utilities**. This means that if **you** need to arrange reconnection **you** will need to do so with the **network company** rather than us. If **we** receive a disconnection notice from the **network company** in relation to **your premises** **we** will give notice to **you**. **Your** disconnection notice from the **network company** will specify the actions **you** may take to avoid disconnection.

DISCONNECTION BY US

- 12.3 Except in the case of a requested, agreed or emergency disconnection, if **we** want to disconnect **your energy** supply because **you** have not paid an amount owing to **us** in relation to or associated with **your energy** supply or network services provided by the **network company** by the due date shown on **your** invoice:
- a) **We** will send **you** a disconnection notice by mail or e-mail giving **you** notice at least seven days from delivery of the notice prior to any intended disconnection that **we** may disconnect **your energy** supply unless **your** account is paid in full.
 - b) **We** will give **you** a final warning (at **your** cost) at least 24 hours before **your energy** supply will be disconnected
 - c) If **we** are unable to disconnect **your energy** supply within the timeframes previously notified, then **we** will provide a further notice at least 24 hours before the new date on which **your energy** supply will be disconnected.
 - d) Each notice will:
 - i. Specify the timeframe within which **we** may disconnect **your energy** supply
 - ii. Advise **you** how **you** can prevent disconnection from occurring
 - iii. Advise **you** that if **you** have not paid the amount owing to **us** **we** may disconnect the energy supply at any or all of the **premises** to which **we** supply with **energy**
- 12.4 Where **we** disconnect **your energy** (other than in the case of an emergency situation or for safety reasons), such disconnection will not take place on a Friday, Saturday, Sunday, public holiday or the day before any public holiday in **your** area.
- 12.5 **We** will not disconnect **your energy** supply if:
- a) All of the amount which is owing to **us** is an amount that **you** are disputing on genuine grounds under **our** complaint procedure (or through Utilities Dispute Ltd); or
 - b) If **you** have not paid an amount owing to **us** that is based on an estimated **meter** reading, unless **we** reasonably believe that it is fair and reasonable in the circumstances to do so
- 12.6 **We** may also disconnect **your energy** supply if:
- a) **You** breach a material term of this **agreement** (other than non-payment of an invoice) or **you** breach any term of this **agreement** persistently and such material or persistent breach is clearly established by us; and
 - b) **We** have given **you** a disconnection notice by mail or e-mail giving **you** notice that **we** **may** disconnect your **energy** supply at least 24 hours before your **energy** supply will be disconnected
 - c) That the breach is not subject to a dispute under **our** complaint resolution procedure (or through Utilities Dispute Ltd)
 - d) If that breach is capable of being remedied:
 - i. **We** have written to **you** to notify **you** of the breach and of the need to remedy it in order to avoid disconnection; and
 - ii. **You** have not remedied the breach within 10 days after receiving notice of the breach from us.
- 12.7 **We** may disconnect **your** energy supply without notice if it is necessary due to an emergency threatening life or property, or such an emergency is likely to occur if **we** do not disconnect **your** energy supply, or if **your** connection or any **equipment** within it is manifestly unsafe and it is not reasonable or practical in the circumstances to make the situation safe in another way, or if required to by law.
- 12.8 If an advanced **meter** has been installed at **your premises**, **we** may disconnect **your** supply of **energy** remotely.
- 12.9 If **your** supply has been disconnected and **you** satisfy **our** requirements for reconnection, **we** will restore **your** supply as soon as reasonably practicable.

TEMPORARY DISCONNECTION AT YOUR REQUEST

- 12.10 **We** will ask the **network company** to temporarily disconnect **your premises** if **you** give **us** two working days' notice. **You** will have to pay any charges for disconnection and reconnection that result from this request.

RECONNECTION OF SUPPLY

- 12.11 When **you** want to start **your energy** supply again, please call us. **You** may not attempt to reconnect the **energy** supply yourself. Before **we** agree to reconnect **your energy** supply **we** may require **you** to:
- a) Be present at the time of reconnection;
 - b) Pay all outstanding amounts;
 - c) Pay a bond;
 - d) Pay a reconnection fee;
 - e) Turn off all appliances at **your premises**;
 - f) Install a prepay **meter**; and/or
 - g) Agree to a payment plan or any other reasonable requirements.
- 12.12 Where **you** have met these requirements, **we** will arrange to reconnect **your energy** supply as soon as possible. If an advanced **meter** has been installed at **your premises**, **we** may reconnect **your energy** supply remotely.
- 12.13 Some **network companies** will charge for periods of disconnection which are shorter than a year (for example, if **your premises** is disconnected and then reconnected six months later). In these circumstances, **we** will pass this charge onto **you** (along with any other applicable fees).
- 12.14 **You** will be responsible for any liability suffered or incurred by **you** as a result of **us** disconnecting or reconnecting the **energy** supply at **your premises**.
- 12.15 If another person living at **your premises** has an unpaid invoice with us, **we** may refuse to supply energy to those **premises** until that invoice has been paid.

TERMINATION AT YOUR REQUEST

- 12.16 If **you** wish to terminate **your energy** supply altogether, **we** will cease supply as soon as reasonably practicable following **your** request for termination, subject to payment of any applicable fees, including but not limited to disconnection fees and any fees in accordance with clause 12.20 and 12.21 below. **We** will arrange a final **meter** reading and send **you** a final invoice.

SWITCHING TO ANOTHER RETAILER

- 12.17 If **you** decide to switch to another retailer, **you** need to notify **your** new retailer of this intention and we will facilitate the switch within ten working days of being notified by **your** new retailer. **You** will be liable for all **energy** supplied by **us** until the new retailer becomes responsible for the supply of **energy** to **you**. **You** will also be liable to pay any applicable fees, or repay any applicable credits, as outlined in this **agreement**.
- 12.18 **We** will send **you** a final invoice that will include all of the final charges, early termination fees and credit reversals.
- 12.19 If **you** wish to terminate **your** contract with **Switch Utilities** for any reason **you** must give **us** 48 hours' notice (this is a requirement of the **Industry Codes and Standards** and applicable Regulations).

EARLY TERMINATION FEES

- 12.20 If **you** terminate this **agreement** with us, and **you** are on a fixed term arrangement, **you** will be required to pay **Switch Utilities** an early termination fee as advised to **you** when **you** enter into the arrangement.
- 12.21 If **you** receive a sign up incentive credit or **you** receive any other credit and **you** are advised that receipt of the credit requires **you** to stay a **customer** of **Switch Utilities** for a specified period of time, then **you** may be liable to repay any such credit if **you** terminate this **agreement** with **us** prior to the expiry of that term.

TERMINATION BY US

- 12.22 If you are not within a fixed term arrangement, we may terminate our **agreement** with you on thirty days' notice, subject in all cases to our compliance with the Electricity Authority guidelines. Should you not switch to another retailer, we may disconnect your supply.

MEDICALLY DEPENDENT AND VULNERABLE CUSTOMERS

- 12.23 A **medically dependent customer** is a person who requires electricity for critical medical support (including use of medical or other electrical equipment needed to support a treatment regime), such that loss of electricity may result in loss of life or serious harm.
- 12.24 A **vulnerable customer** is a customer where, for reasons of age, health or disability, the disconnection of electricity will present a clear threat to the health or wellbeing of that consumer, and/or it is genuinely difficult for the customer to pay their electricity bill because of severe financial insecurity.
- 12.25 If **you** are a **medically dependent customer** or **vulnerable customer**, and **you** are unable to meet **your energy** payments, **we** will comply with the Electricity Authority's guidelines relevant to **you** in terms of assistance and disconnection.
- 12.26 To be considered a verified **medically dependent customer you** will need to provide **us** with a Notice of Potential Medically Dependent Consumer Status form. **You** can request this form from **your** primary healthcare provider or **Switch Utilities**. **We** may require **you** to re-confirm **your** status as a **medically dependent customer** by providing **us** with another Notice of Potential Medically Dependent Consumer Status form no more than once every 12 months. A back up power supply is highly recommended due to the potential for faults, unplanned network outages or other events which may result in power outage.
- 12.27 If **you** consider yourself a **vulnerable customer** at any point will need to advise us that you consider yourself to be a vulnerable customer, and we will follow the Electricity Authority's guidelines and notify Work and Income where applicable. **You** can notify us by contacting **us** on 0800 SWITCH (794 824) or emailing us on info@switchutilities.co.nz.

DEBT COLLECTION

- 12.28 In the event of non-payment, then **you** agree that **you** will be liable for and pay for all costs of recovery of all outstanding amounts, which costs shall be collected by a debt collection agency. Costs payable by the debtor shall include, legal fees, commissions, fees and disbursements, and /or court filing fees and disbursements.

13. ASSIGNMENT & CHANGES

- 13.1 **We** may transfer to someone else all or any part of **our** rights or obligations under these terms. In the event that this may occur, **Switch Utilities** 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.
- 13.2 **You** cannot transfer **your** rights under these terms or to any person without **our** prior written consent.
- 13.3 If **Switch Utilities** has or is likely to have a receiver, liquidator, administrator or other similar officer appointed, **Switch Utilities** will take all reasonable steps to ensure that **you** receive continuity of energy supply.
- 13.4 **We** may change these terms by changing or removing existing terms or by adding new ones. **We** will notify **you** about any proposed changes and will provide **you** with the proposed changes on request. **We** will give **you** notice about any changes (including changes to payment options) at least 30 days before they come into effect by writing to **you**. **Your** continued use of the **energy** and other products and services **we** provide to **you** will be deemed acceptance of those changes.
- 13.5 If **you** do not accept any changes to our standard terms and conditions, **you** must notify **us** no later than 30 days following receipt of prior notice of the proposed change. **We** will then have the option at **our** discretion of either terminating this Agreement, or advising **you** that the Agreement can continue in its current form. If **we** terminate this Agreement due to **you** not accepting the changes to these terms and conditions, **you** will not be charged any early termination fees that **you** would normally be charged. **You** will still be required to pay any charges incurred while **you** were a customer as set out in **your pricing plan**.
- 13.6 The Electricity Authority may, by notice to **you**, assign or transfer **our** rights or obligations under this **agreement** to another **energy** retailer if **we** commit an event of default. On giving that notice, **we** will be released from the obligations assigned or transferred, and the assignee or transferee will assume those obligations. **We** may provide information about **you** to the Electricity Authority to provide the information to another **energy** retailer if required under the **Code**. We, the Electricity Authority, or another **energy** retailer will provide **you** the contact details for

the assignee or transferee, and notify the date on which the assignment or transfer will take effect. The terms of the assigned contract are subject to the provisions of the **Code**.

14. NOTIFICATIONS

14.1 If **we** are required to give **you** notice under this **agreement we** may do so by any of (or any combination of) the following means:

- a) By writing to **you** by post or by courier
- b) By sending **you** an e-mail
- c) By sending **you** an SMS message
- d) By placing a notice on **your** statement
- e) By calling **you** and speaking with **you** or leaving a voicemail message

14.2 If **you** are required to give **us** notice under these terms and conditions, **you** may do so by any of (or any combination of) the following means:

a) By post to:

Switch Utilities Ltd
PO Box 302 362
Takapuna, 0622

- b) By speaking with **us** by phone on 0800 SWITCH (794 824)
- c) By sending **us** an e-mail to info@switchutilities.co.nz

14.3 Where either party gives notice by post (including a notice placed on a statement sent to **you** by post), the other party will be deemed to have received it from the date 3 days after it is sent to that party. If either party is given notice by any other method, they are deemed to have received it immediately after it is sent.

15. SAFETY AND FAULTS

GENERAL FAULTS AND OUTAGES

15.1 For safety reasons, faults in **your energy** supply need to be acted on immediately: call **our Customer Services** on 0800 SWITCH (794 824) any time. When **you** report a fault, please include anything **you** see or hear that may help pinpoint the cause of the fault.

15.2 **We** suggest that **you** disconnect and switch off all appliances or **equipment** that could create a hazard when the **energy** supply is interrupted, such as heaters, stove tops and sensitive Electrical/Gas Equipment. If **you** are unsure about the safety of any lines on or near **your premises**, please call **Customer Services** on 0800 SWITCH (794 824) or the **network company** immediately.

ELECTRICAL HAZARDS

15.3 The electrical lines between **your premises** and the network connection point operate at high voltages which can cause serious injury or death if handled, or if **you** touch any object (such as a tree or branch) which has come into contact with or is entangled in them. For **your** safety, please treat all electrical lines as live and potentially deadly at all times. If any object comes into contact with an electrical line, never attempt to remove it yourself - contact **us** immediately on our faults line at 0800 SWITCH (794 824).

15.4 If an electrical line has fallen onto the ground, do not approach it or any object in contact with it. Ensure that **you** and any other person stays at least 10 meters away. Be aware that sources of water will conduct electricity – do not enter any water source in contact with a fallen electrical line.

15.5 If there is an electrical accident and a person has been injured, do not touch the person if they are still in contact with a live electrical source. Switch the source of electricity off, or if **you** can't, move the source away from **you** and

the injured person using a non-conducting object such as a dry wooden broom handle if it is safe to so do. Dial 111 and ask for an ambulance immediately.

- 15.6 If there is an electrical line in contact with a vehicle, the vehicle may be live and conducting electricity. Any person who attempts to reach or leave the vehicle is at risk of electrocution. If **you** are in such a vehicle, stay in the vehicle until the line has been made safe. If **you** do need to leave the vehicle due to fire or other emergency, jump as far away as possible keeping your feet together as **you** land. **Never touch the vehicle and ground at the same time.**
- 15.7 We recommend that **you** do not attempt to perform any tree trimming in the vicinity of an electrical line. **You** should hire a professional tree trimmer with appropriate experience and safety procedures to safely and competently carry out such activities. If **you** are performing tree trimming in the vicinity of the line connecting **your** property to the network, **you** can contact us on 0800 SWITCH (794 824) to request a temporary safety disconnection.
- 15.8 Weather conditions such as wind and snow storms may cause trees or branches to come into contact with overhead lines and poles. If **you** have a tall tree that could impact electrical lines, we recommend that **you** trim or remove it.

GAS LEAKS

- 15.9 If **your** property has been affected by an earthquake, **your** gas piping or equipment may also have been damaged. For **your** safety, we recommend **you** have your property checked by a licensed gasfitter.
- 15.10 If **you** suspect that there is a gas leak, **you** must notify **us** immediately. Gas contains a highly distinctive odorant which may be smelt in the case of a leak. Gas is potentially dangerous if not managed carefully, do not attempt to investigate or fix a gas leak or fault yourself. If **you** suspect that there is a Gas leak **you** should:
- a) In the case of fire or suspected fire, or if you believe in the circumstances that there is a potential for gas ignition, contact Emergency Services on 111 immediately and ask for the Fire Service.
 - b) Do not attempt to investigate a gas leak or fault yourself
 - c) Open windows and doors to let air in
 - d) Turn off all gas appliances, if it is safe and practical in the circumstances to do so
 - e) Turn off gas at **your** mains, if it is safe and practical in the circumstances to do so. This is done by turning the valve handle to a position at a right angle to the service pipe (**you** may require a spanner to do this).
 - f) Do not turn on or use lights, electrical switches or electrical appliances, as this could ignite the gas and cause an explosion
 - g) Do not smoke or light any naked flame (including lighters or matches)
 - h) Extinguish any other naked flames, if it is safe and practical in the circumstances to do so
 - i) Move away from the area of any suspected gas leak, and warn any other persons in the area to do the same
 - j) If you have turned off the gas supply, we recommend that you arrange a certified gasfitter to turn it back on. This will ensure that gas is safely restored to your gas installation and appliances, including relighting any pilot lights.

GAS CONTINGENCY EVENTS

- 15.11 A gas critical contingency event is an industry-wide event where pressure on the gas transmission system could fall below certain safe levels, which can be the result of:
- a) Demand for gas exceeding supply (for example, a major unplanned shutdown of a gas producer)
 - b) There is a physical failure, breakdown, or damage to the gas transmission system.

All customers are required to meet the requirements of The Gas Governance (Critical Contingency Management) Regulations 2008 (“the Regulations”) including curtailing/ ceasing use of gas when advised.

CARBON MONOXIDE

- 15.12 Carbon monoxide can be generated by a gas appliance when it is not installed correctly, is badly maintained, or poorly ventilated. Carbon monoxide is extremely dangerous, and cannot be smelt or tasted. Symptoms of carbon monoxide poisoning includes headaches, fatigue, dizziness, and nausea, diarrhoea, and stomach or chest pains. If

you suspect that an appliance is causing carbon monoxide poisoning, cease using and turn off that appliance immediately and contact a Gasfitter or the appliance manufacturer to investigate and repair the appliance. Open windows and doors to let air in and ventilate the area. If **you** are experiencing any of the symptoms of carbon monoxide poisoning, seek immediate medical attention.

16. QUESTIONS AND COMPLAINTS

16.1 If **you** have a question or complaint, please call **our Customer Service Team** on **0800 SWITCH (794 824)**. **You** can also contact **us** by post or fax:

Switch Utilities Ltd
PO Box 302 362
Takapuna, 0622

16.2 Usually a call to **Customer Services** 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.

16.3 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, **Switch Utilities** will try to resolve **your** query or complaint within a further 12 working days.

16.4 If **your** complaint cannot be resolved within 20 working days of original receipt, and **Switch Utilities** has 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 Utilities Dispute Ltd. More information about the scheme is below.

16.5 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.

16.6 **Switch Utilities** is a member of the free and independent Utilities Dispute Ltd and will deal with any complaints **you** have in relation to **your energy** supply in accordance with the requirements of the Scheme.

If:

- a) **You** are not happy how **we** propose to resolve **your** complaint or query; or
- b) It is clear that **we** are not going to do anything about it; or
- c) Waiting any longer would cause **you** unreasonable harm; or
- d) Waiting any longer would be unjust; or
- e) **We** have not resolved **your** issue within 20 working days after receiving **your** complaint;

Then **you** may refer **your** complaint to the free and independent Utilities Dispute Ltd to resolve by phone letter or email. Their details are:

Website: <http://www.utilitiesdisputes.co.nz/>
Freephone: 0800 22 33 40
Freefax: 0800 22 33 47
Freepost: 192682, P O Box 5875, Lambton Quay, Wellington 6145.

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

16.8 Note: It is advisable that **you** keep all letters, bills, notes and photos relevant to **your** complaint, as **Switch Utilities** or the Utilities Dispute Ltd may ask to see these. **You** must continue to pay any undisputed amounts to **us** while the Commissioner of the Utilities Dispute Ltd is considering **your** complaint.

17. LIABILITY

OUR LIABILITY TO YOU

17.1 If **we** negligently cause physical damage to **your property** **we** will pay the owner the reasonable costs of repairing or replacing (if **we** consider appropriate) the damaged **property** up to a maximum of \$10,000 for any single event or series of related events. All other liability **we** may have to **you** (including loss of profits or business) is excluded to the maximum extent permitted by law. If **we** are held liable to **you** and **we** cannot rely on this exclusion for any reason then the above \$10,000 limit will still apply.

- 17.2 The **energy** supplied by **Switch Utilities** will comply with the standard required under the Consumer Guarantees Act 1993. Except to the extent that **Switch Utilities** is legally entitled to exclude the provision of the Consumer Guarantees Act, nothing in the contract will limit **your** rights under this Act. If **you** acquire goods and services from **us** for the purpose of a business the Consumer Guarantees Act 1993 does not apply.

YOUR LIABILITY TO US

- 17.3 If **we** have to take any action to recover from **you** any amount **you** owe **us** or to enforce any of these terms, **we** may recover from **you** all associated costs incurred by **us** (including costs of a solicitor) up to a maximum of \$10,000.

NETWORK COMPANY LIABILITY

- 17.4 If the **network company** causes **you** loss or damage, **you** may wish to advise us.
- 17.5 If the **network company** is not a member of the Utilities Dispute Ltd, then **you** agree that the **network company** has no liability to **you** (including liability in contract or in negligence) relating to the supply of **energy** to **your premises**. However, the **network company** has agreed to be liable to **us** in certain instances.
- 17.6 **We** contract with the **network company** to deliver **energy** to **your premises**. To achieve a better quality and reliability of service from **you**, **we** encourage the **network company** to give service guarantees. As these guarantees are for **your** benefit, **we** will pass on to **you**, as a credit in **your** next invoice from us, any payments **we** receive from the **network company** for a failure by the **network company** to satisfy any guarantees they may give **us** in relation to their services that can be reasonably considered as compensation for the **network company's** failure to satisfy its guarantees. **We** will also pass on to **you** any payments **we** receive from other third parties who breach service guarantees that have been provided to **us** for **your** benefit. On request, **we** will provide **you** with an explanation of how the credit passed on to **you** was determined. Other than paying **you** such amount, **we** will have no liability to **you** in respect of any defaults by the **network company**.
- 17.7 If the **network company** is a member of the Utilities Dispute Ltd then the **network company** will not be liable to **you** (in contract or in negligence) 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 **network company** has been negligent and the amount and nature of the loss was reasonably foreseeable. The **network company** will not have any liability to **you**, whether in contract or in negligence, for an event or series of closely related events relating to the network for any amount exceeding \$10,000 in value.
- 17.8 Notwithstanding the preceding sentence, the **network company's** aggregate liability to all **customers** connected to its network for an event or series of closely related events relating to the network shall not exceed \$10,000.
- 17.9 If **you** acquire goods or services from **us** or the **network company** for personal, domestic or household use or consumption, any rights **you** have under the Consumer Guarantees Act 1993 are not affected by this limitation of liability. However, if **you** acquire goods or services for the purposes of a business, the Consumer Guarantees Act 1993 does not apply to the services provided by **us** or the **network company** to the maximum extent permitted by the law.
- 17.10 This condition, and the other conditions in this **agreement** which refer to the **network company**, are intended to be for the benefit of, and are enforceable by, the **network company** under the Contracts (Privity) Act 1982.
- 17.11 All warranties, guarantees or obligations imposed on the **network company** by the Consumer Guarantees Act, or any other law are excluded to the fullest extent permitted by law.
- 17.12 If **you** on-supply energy to an end-user, **your** agreement with that end-user will include provisions that exclude all **network company** warranties to the fullest extent permitted by law, including where **you** are acquiring (or hold yourself as acquiring) energy for the purpose of a business.

YOUR LIABILITY TO THE NETWORK COMPANY

- 17.13 **You** may be liable to the **network company** for any damage to the network that **you** cause.

METER COMPANY LIABILITY

17.14 If **you** do not have a direct agreement with **your** metering equipment provider, then the metering equipment provider has no liability (in contract and in tort), to the extent permitted by law, in respect of the supply of **energy** to **you** under this **agreement**. This condition, and the other conditions in this **agreement** which refer to the metering equipment provider, are intended to be for the benefit of, and are enforceable by, the metering equipment provider under the Contracts (Privity) Act 1982.

18. INTERPRETATION

18.1 In this agreement except where the context otherwise requires:

- a) **'Agreement'** means these standard terms and conditions, **your Pricing Plan** and any Special Terms
- b) **'Business Day'** means a day, other than a Saturday or Sunday, on which New Zealand registered banks are open for business in Auckland.
- c) **'Business Hours'** means 8.30am to 5pm on a **Business Day**.
- d) **'Code'** means the Electricity Industry Participation Code 2010 as amended, varied or replaced from time to time.
- e) **'Connection Point'** means the point at which the **property** connects to a circuit breaker, switch, fuse or other isolating device on the **network company's** network and/or the point at which the gas pipes on the **property** connect to the outlet pipe of the gas **meter**.
- f) **'Customer'** means a person who has applied to have **energy** supplied by **us** and whose application **we** have accepted or who has otherwise become a person to whom **we** supply **energy** and associated services pursuant to this agreement.
- g) **'Customer Reading'** means a reading of the **meter** on or relating to **your property** conducted by **you** and advised to us.
- h) **'Customer Services'** means **our** Customer Service team available by phoning **0800 SWITCH (794 824)** or by emailing info@switchutilities.co.nz
- i) **'Energy'** means electricity or gas.
- j) **'Embedded Network'** has the meaning set out in Part 1 of the Code;
- k) **'Embedded Network Owner'** means the owner or operator of an Embedded Network.
- l) **'Equipment'** means any **meter**, telemetry Equipment and other Equipment used to measure or record **energy** usage, to transmit or convey **energy** usage data, or to supply **energy** to **your** Connection Point or any associated Equipment (including, without limitation, pipes, switches, fuses, transformers, wiring, **meter** boards and pre-payment **meters** or devices).
- m) **'GST'** means goods and services tax as defined by the Goods and Services Tax Act 1985.
- n) **'Fitting'** means everything used, designed or intended for use, in or in connection with the generation, conversion, transformation, conveyance or use of electricity.
- o) **'Industry Codes and Standards'** includes all relevant electricity and gas **Industry Codes and Standards**, rules and protocols.
- p) **'Network Company'** means **Network Company**, Lines Company, Embedded Network Owner or other such company or organisation that owns the local electricity and/or natural gas pipeline network, and its agents.
- q) **'Medically Dependent Consumer'** means a domestic consumer who is dependent on electricity for critical medical support, such that loss of electricity may result in loss of life or serious harm. A consumer may contact **us** for further information and to register.
- r) **'Meter'** or **'Metering'** or **'Metering Equipment'** means metering Equipment and other apparatus to measure the quantity of **energy** conveyed to **your** Connection Point and/or **your** patterns of **energy** usage and/or **energy** demand, and any associated relays and includes all associated fittings, pre-payment metering equipment and remote meter reader devices.
- s) **'Our Representatives'** means any person **we** engage in connection with the products and services **we** offer to **our** customers, and may include third party service providers, **our** employees or contractors or agents, or the employees, contractors or agents of:
 - i. The **network company** or **network company**;
 - ii. The **meter** reader; and
 - iii. The **meter** owner.

- t) **'Pricing Plan'** means **our** rates, fees and charges (excluding any pre-payment arrangement) in accordance with the applicable pricing schedule (and Special Terms (if any)) which **we** determine **you** are eligible for and is most appropriate for **you** based on **your** electricity and/or gas usage and **metering** installation.
- u) **'Property'** or **'Properties'** or **'Premises'** means the land and buildings to which **we** agree with the customer to supply **energy**.
- v) **'Special Terms'** means any special terms that have been agreed between **us** that add to or modify these standard terms and conditions.
- w) **'Switch Utilities'** and **'Switch'** means SWITCH UTILITIES LTD and includes its officers, employees, contractors, agents, successors, and assignees.
- x) **'Transpower'** means Transpower New Zealand Limited.
- y) **'Vulnerable Consumer'** means a domestic consumer for whom, for reasons of age, health or disability, disconnection of electricity presents a clear threat to their health or wellbeing, and/or it is genuinely difficult for that consumer to pay his or her electricity bills because of severe financial insecurity (whether temporary or permanent).
- z) **'We', 'Us', 'Our'** means SWITCH UTILITIES LTD and includes its officers, employees, contractors, agents, successors, and assignees.
- aa) **'You'** and **'Your'** means **You**, the customer.

18.2 Words importing persons include corporations and vice versa.

18.3 Reference to any statute or regulations, industry code or standard include a reference to that statute or those regulations or that industry code or standard as amended, modified or replaced and, in the case of a statute, include all orders, ordinances, regulations, and by-laws made under or pursuant to that statute.

18.4 Unless the context otherwise requires, the singular includes the plural and vice versa.

18.5 Reference to persistent breach shall include, by way of example, a breach of this agreement on three occasions within a 12 month period (regardless of whether each such breach is remedied).