

## **Standard Terms & Conditions\***

### **Standard Terms for Energy Supply (Non-half hour Electricity and Gas)**

#### **In this Document the Term Energy Means Electricity and or Gas.**

This document sets out the terms for the supply of energy (non-half hourly) and provision of other services by SWITCH UTILITIES LTD to you.

These terms apply to all Non-half Electricity and Gas customers unless we agree otherwise.

These terms are effective from 13th May 2013 and replace all previous terms on which we supply energy.

In remaining, or becoming a SWITCH UTILITIES LTD customer our customers and SWITCH UTILITIES LTD agree to the terms and conditions, unless agreed otherwise in writing. The Contract will commence on the date that SWITCH UTILITIES LTD becomes responsible for the energy supply to your property or the date specified by you when requesting supply. These terms and conditions are a legally binding document between us. 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. The agreement we have with the network operator 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 network operators.

We can tell you of any additional terms applicable to you. These terms also set out the respective responsibilities of you, SWITCH UTILITIES LTD and the Network Operator in relation to the supply of energy.

If you are uncertain about any of these terms and conditions, or you have a question, please contact us on 0800 SWITCH.

## **ENERGY SUPPLY**

### **Our Commitment to You**

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 LTD will supply electricity/gas:

- in a manner consistent with all legal obligations relating to the supply of electricity;
- All legal requirements and applicable statutes, regulations and industry rules and codes of practice (Including the Gas Act 1992 and the Gas Regulations 1993.)
- 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 Operator`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.

- in accordance with good industry practice in New Zealand;
- in accordance with any relevant industry protocols and codes of practice.

### **Responsibility for Gas supplied**

- Responsibility for natural gas passes to you on delivery of natural gas to your connection point.
- 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.

### **Planned interruptions to energy supply**

Planned interruptions to the Supply of Energy may be necessary:

- for maintaining the equipment associated with the energy supply to your property.
- to ensure the quality and safety of energy supply to you.
- to comply with the law.

The network operator or SWITCH UTILITIES LTD will notify you at least 48 hours before any planned interruption to your energy supply. We will do this by advertising in your local newspaper on your local radio station or by post.

### **Unplanned interruptions to Energy Supply**

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 674 776 to report a fault 24 hours a day.

### **Compensation**

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

All faults are controlled and eliminated by network operator contractors. SWITCH UTILITIES LTD will endeavour to obtain regular updates on any fault status which will be available by phone 0800 674 776.

### **Load Control**

The network operator 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.

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.

### **Fluctuations in the voltage or frequency of Electricity**

Some electrical equipment (generally electronic appliances such as computers, cordless phones, microwaves and VCRs) 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. You can further protect yourself by insurance cover against these risks.

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

- customers use electrical equipment with powerful motors.
- customers use appliances with a high electrical load.
- lightning strikes electrical lines or transformers.
- electrical lines are broken or cut.
- trees interfere with electrical lines.

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

### **Plans**

SWITCH UTILITIES LTD reviews all consumer plans annually to determine that customers are on the correct plan for their usage based on their previous 12 months consumption. Customers are advised of any suggested changes and are required to contact SWITCH UTILITIES LTD within the timeframe specified in our communication with them if they do not want the changes made.

If a customer requests a change to be made to their plan this will incur a charge. These charges are available by phoning 0800 SWITCH.

## **RESPONSIBILITIES FOR ENERGY LINES AND EQUIPMENT**

### **Network Owner's Responsibilities**

The network owner is responsible for operating and maintaining:

- its distribution network up to the point of connection to your property, which is usually the fuse on the power pole or underground service pillar nearest your property boundary.

- it's equipment on your property.

### **Energy Equipment we are responsible for maintaining**

If a meter, and/or load control equipment that we can use, is not already installed on your property, we will provide and be responsible for installing and maintaining any necessary meter to record the use of energy at your property and/or load control equipment to control the supply of energy (for example controlled supply of water heating) necessary for certain pricing plans.

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

In certain circumstances we may charge you for the installation of a meter and/or load control equipment. If any charges apply, we will advise you what they will be and gain your consent before carrying out any work.

The provisions relating to metering complies with regulations or industry standards.

### **Energy lines and equipment you are responsible for maintaining**

You, or the property owner, own and are responsible for the energy line from the network point of connection to the meter and all other wiring, pipelines, and energy equipment and appliances on your property.

Your electricity network point of connection is usually the fuse on the power pole or underground service pillar nearest your property boundary.

- To ensure that all installations, Alterations, and repairs undertaken on your fittings, Gas pipelines, and/or gas appliances on your property are certified by a qualified gas fitter or other authorised person and provide us with a copy of the Gas fitting Certification within five working days of the completion of the installation, alteration or repair (as appropriate) (If we do not receive such a certificate we are required by law to disconnect your supply on the grounds of safety.)
- To ensure that all internal natural gas pipes and gas appliances in or on your premises are safe and in good repair and at all-times comply with all applicable laws, regulations, and industry rules and codes of practise.
- Not to let natural gas supplied to your premises be taken illegally or used at any other premises.
- You must inform us immediately of any emergency involving your natural gas supply or Meters, fittings or natural gas supply Equipment including, but limited to any gas leaks.
- We may charge you for
  1. The cost of our investigation and repairing or replacing the Equipment.
  2. The cost of modifying or disconnecting other Equipment on your premise that fails to comply with any conditions stated above.
  3. The estimated cost of any unmeasured supply, if Equipment on your property is damaged or is interfered with by an unauthorised person.

## **Meter Testing**

You may request that the accuracy of any meter on your property be tested if you consider that it is not reading accurately. If the test shows that the meter does not comply with the accuracy standard required by law then the meter owner will pay the cost of the test and replace or repair the meter. If the meter does comply with the relevant accuracy standard you may be required to pay the cost of the test. This process is in accordance with Regulations and Industry Standards.

## **Your responsibilities for Energy Lines and Equipment**

You have obligations under the Electricity (Hazards for Trees) Regulations 2003. For an explanation of your obligations please refer to the following internet link:

<http://www.legislation.govt.nz/regulation/public/2003/0375/latest/whole.html#d1m233405> or contact the SWITCH UTILITIES LTD Compliance Administrator for a copy of the documentation.

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

### **You must:**

- follow the network operator's directions to ensure the safety of its energy lines or equipment on your property;
- repair and maintain your energy lines and equipment and ensure they comply with all legislative requirements; these include Line Function Services safety and technical requirements provided for under any Regulations or Industry Standards- contact your network operator to access information about these requirements;
- maintain the clearances between your electrical lines and the buildings, ground, trees and vegetation on your property set out in the New Zealand Electrical Code of Practice for
- Electrical Safety Distances;
- ensure trees, other vegetation and obstacles on your property are kept clear of any meter or other energy equipment provided by us or the network operator;
- make sure nothing on your property interferes with or damages the network;
- determine the location of any underground energy line before undertaking any work on your property such as digging trenches and driving stakes;
  - make sure everyone you are responsible for also meets these responsibilities;
  - obtain the consent of any other person needed for you to meet these responsibilities;
  - ensure the property owner is aware of any circumstances that may require the property owner to meet any of these responsibilities; and

### **You must never:**

- interfere with or work on any of the network operator's energy lines or equipment. Only people it authorises may work on them;

- interfere with any meter or any of our equipment on your property;
- if it is found that you have interfered with any equipment, it could result in disconnection of supply, police investigation and/or back billing of estimated consumption for electricity consumed and not previously charged to you;
- disconnect or connect your property to the network. Only people authorised by the network operator may do this;
- take a supply of energy from any point between any meter and the point of connection to the network;
- interconnect two or more points of connection to the network;
- use any electrical equipment or appliance that interferes with the supply of electricity to any other person or the operation or safety of any other electrical equipment or appliance;
- send or receive any signal or other form of communication over the network.

### **How do I get a Fault Fixed?**

If you are on the Vector network please report any fault or anything you notice or hear that may help pinpoint the cause of a fault to them directly on 0508 VECTOR. For all other networks contact SWITCH UTILITIES LTD on 0800 SWITCH. For your safety, please treat all electrical lines as live at all times. 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.

### **ACCESS TO YOUR PROPERTY**

Our and the network operator'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 and the network operator'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.

### **Reasonable Access**

You must make suitable arrangements to let our and the network operator's representatives have reasonable, unobstructed and safe access to your property to:

- read meters;
- install, work on or remove any equipment associated with energy supply to your property; or
- ascertain the quantity of energy supplied to your property; or
- connect or disconnect the supply of energy to your property.

SWITCH UTILITIES LTD will through a third party contractor take readings for the meters at your property in accordance with any Regulations or Industry Standards.

### **Anytime Access**

You must give our and the network owner's representative's access to your property at any time:

- during an interruption to energy supply in your area to carry out work to restore the supply of energy; or
- for safety reasons; or
- to protect property.

### **Access for Equipment**

You must provide the network operator or us with any necessary convenient space required to install any equipment on your property which may be reasonable 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 or the network operator install or remove any equipment associated with energy supply on your property.

SWITCH UTILITIES LTD 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.

### **CHARGES AND PAYMENT**

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 the then current price card for you area. Upon becoming aware of any error, SWITCH UTILITIES LTD will promptly refund or credit any amount that has been overcharged to you. If the error results in a charge to you, SWITCH UTILITIES LTD will advise you prior to invoicing of any underpayments.

Other charges that may apply include bonds (no interest payable), service fees (including disconnection and re-connection charges, dishonour fees, prepayment of electricity special meter reads or meter accuracy tests). Timing of payment of bonds will be mutually agreed between you and SWITCH UTILITIES LTD. SWITCH UTILITIES LTD 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. After two years good credit with no defaults or disconnections during the period the bond is held it will be credited to the customers SWITCH UTILITIES LTD account. If you cease to be a SWITCH UTILITIES LTD customer within the two year period, the bond will be credited to your final SWITCH UTILITIES LTD account.

A copy of our current price schedule is available by contacting us on 0800 SWITCH and on our website [www.SwitchUtilities.co.nz](http://www.SwitchUtilities.co.nz). Unless specified otherwise in the price schedule we may change any charge by giving you at least 48 hours' notice, by writing to you or advertising in your local newspaper. Information about the philosophy behind the increase will be available on our website.

### **Sending your Invoice**

We will read your meter at reasonable intervals. If meters are accessible SWITCH UTILITIES LTD will obtain meter readings at least every two months. 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 electricity supplied (or estimated to have been supplied), relevant fees and charges and other products and services as applicable including line function services if charged. Line function services charged on our invoices will include the lines company's name.

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.

You must pay every Invoice in full on or before the due date whether a read or estimated account, if the estimated consumption is considered reasonable.

### **Paying your Invoice**

You must pay each invoice in full by the due date, without deduction or set-off, whether the invoice is based on actual or estimated usage, if that estimated consumption is considered reasonable. Estimated accounts are based on previous consumption history held. You will only be liable to pay for electricity consumed from the date of ownership or tenancy unless another date has been agreed. Supply will not be disconnected for non-payment of an estimated amount unless SWITCH UTILITIES LTD reasonably believes that it is fair and reasonable in the circumstances to do so. 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](http://www.SwitchUtilities.co.nz), or by phoning us on

0800 SWITCH. If you require an explanation of how these options work, please contact us. If any currently offered alternate payment options are to change, SWITCH UTILITIES LTD will give reasonable notice and adequate information to explain the changes to you before the change takes effect.

If we are unable to provide you with a prepayment option, we will provide you with other companies that do.

If you receive an estimated account and would prefer to pay on an actual reading, simply give us a call with your meter reading straight away and we'll post you an up-to-date account. Alternatively you can email us your reading.

Where you are not responsible for the lateness of a bill, if the bill is sent more than two months after the end of the period to which it relates, you have at least the length of time covered by the bill to pay it. If a bill is more than three months late, SWITCH UTILITIES LTD will negotiate an appropriate discount with you and no interest will be payable on any incorrect or late bills.

### **USE OF PERSONAL INFORMATION WE HOLD**

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.

We will not give your personal information to anyone else unless you authorise us to, we are required to by law or so that we are able to:

- carry out a credit reference check; or
- carry our responsibilities, or exercise our rights, under these terms; or
- advise you of any other services we or any related Company offers which we consider may be of interest to you; or
- disclose relevant information to a person involved in recovering money from you, if you have not paid us by the due date; or
- have market research carried out for us by a reputable market research organization

We may also give your personal information to the network operator to enable the network operator 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 LTD who have password access to it. You may have access to your personal information during normal working hours. We will correct any incorrect details.

SWITCH UTILITIES LTD complies with all obligations as outlined in the Privacy Act 1993.

## **LIABILITY**

### **Our Liability to You**

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 even 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.

The electricity supplied by SWITCH UTILITIES LTD will comply with the standard required under the Consumer Guarantees Act 1993. Except to the extent that SWITCH UTILITIES LTD 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.

Where any loss or damage you suffer arises from any action or inaction of the network operator we will only be liable to you to the extent we have recourse to the network operator.

### **Your Liability to Us**

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).

### **Network operator's liability to you**

Network operators have limited or excluded their liability to you and us. Unless provided otherwise in the relevant agreement you or we have with the network operator, all liability the network operator may have to you is excluded to the fullest extent permitted by law. This exclusion of liability is enforceable by the network operator.

### **Your liability to the network operator**

You may be liable to the network operator for any damage to the network that you cause.

## **DISCONNECTION AND ENDING ENERGY SUPPLY**

### **Temporary disconnection at your request**

We will ask the network operator 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.

### **Termination at your request**

If you wish to terminate your electricity supply altogether, SWITCH UTILITIES LTD will cease supply as soon as reasonably practicable following your request for termination. We will arrange a final meter reading and send you a final invoice.

### **Disconnection by the network operator**

The network operator may disconnect your property from its network if you fail to comply with any of your obligations to the network operator or the agreement between us and the network operator is terminated for any reason. Other than for non-payment or planned/unplanned supply disruptions, SWITCH UTILITIES LTD will only disconnect supply/terminate the contract where there has been a material breach that is not the subject of a dispute resolution proceeding. Where a consumer has committed a material breach (or persistent breach if this may lead to disconnection), that is capable of being remedied, SWITCH UTILITIES LTD will give the consumer reasonable notice of the need to remedy the breach to avoid supply disconnection and/or termination of the contract.

### **Switching to another retailer & Early Termination Fees**

If you decide to switch to another retailer, they will contact us to arrange the changeover. You will be liable for all energy supplied by us until the new retailer becomes responsible for the supply of energy to you and if you are in a Fixed Term arrangement, you will be required to pay Switch Utilities an Early Termination Fee calculated as the following;

1.5 cents per kWh for the forecast energy consumption from the date of the breach until the scheduled expiry of your Agreement, and or a fee of \$250 per ICP (both plus GST). If you received a Joining Credit, you may at SWITCH UTILITIES LTD discretion also be liable to repay any such credit.

We will send you a final invoice that will include all of the final charges, Early Termination Fees and Joining Credit repayments. If you wish to terminate your contract with

SWITCH UTILITIES LTD for any reason you must give us 10 working days' notice in accordance with part 11 of the Electricity Code of Practice of your intention.

### **Disconnection at our direction**

If you do not pay any invoice by the due date (except for any amount genuinely in dispute) we may disconnect the energy supply to your property. Before disconnecting the energy supply to your property we will:

- send you a reminder notice to the postal/electronic address provided by you after the due date of the invoice, advising you that the invoice has not been paid and that we may disconnect your property unless payment is received.
- Notice may not be given if SWITCH UTILITIES LTD and the consumer have entered into a payment arrangement and the consumer defaults on that arrangement.
- SWITCH UTILITIES LTD will send a final notice seven days and not less than 24 hours before the disconnection.
- If phone numbers are held by SWITCH UTILITIES LTD, we will communicate with you within 48 hours of the disconnection.
- The final disconnection notice will specify the timeframe within which the disconnection will take place and includes all charges and information to enable you to avoid disconnection.
- No disconnection will take place on a Friday or a day before a public holiday (except in exceptional circumstances).

In the event of disconnection for non-payment of arrears SWITCH UTILITIES LTD considers that the terms of our original contract have been breached and you may then be liable to pay; your arrears, your current account and any associated fees, before your supply will be reconnected.

You may avoid disconnection of your property at any time by either making payment, or contacting us on 0800 SWITCH and making arrangements for payment that we agree to.

### **Effect of disconnection and termination**

Except for temporary disconnection, or disconnection by the network operator once your property has been disconnected, our obligations to supply you energy cease. You will remain liable for all outstanding invoices and charges incurred by you up to the time your property is disconnected.

You must reapply to have the supply of energy by us recommenced. We reserve the right not to recommence the supply of energy to any customer who we have disconnected for non-payment of invoices. However, if you satisfy the requirements for reconnection, which could include arrears (including previous debt), current account and any associated fees, and agree to a negotiated payment arrangement schedule for all future accounts, we will restore your electricity supply as soon as reasonably practicable.

### **Debt Collection Clause**

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, fee's and disbursements, and /or court filing fees and disbursements.

## **GENERAL**

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 LTD 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.

You cannot transfer your rights under these terms or to any person without our prior written consent.

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

We may change these terms by changing or removing existing terms or by adding new ones. We will tell you about any proposed changes by writing to you or by advertising a summary of the proposed changes in the local newspaper and will provide you with the proposed changes on request. You will have a reasonable opportunity to give us your suggestions or comments on any proposed changes to these terms (other than changes to any charges). We will tell you about any changes (including changes to payment options) at least 30 days before they come into effect by writing to you or by advertising the changes in your local newspaper. Any increases will be supported by a press release which will be sent to national media. This does not apply to price increases that are due to you having chosen a flexible pricing plan. These changes will be effective on a date suitable to both you and SWITCH UTILITIES LTD.

In these terms we have used “we”, “our” or “us” for SWITCH UTILITIES LTD, our employees contractors or agents, “network operators” for the owner of the network connected to your property, its employees, contractors or agents an “you” for the customer.

The term “energy” means supply of electrical energy or natural gas by us and the provision of line services for the delivery of energy by the network operator.

## **QUESTIONS AND COMPLAINTS**

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

SWITCH UTILITIES LTD, PO Box 33 1470, Takapuna, 0622

Fax: 09 489 5291

Usually a call to our Customer Service Team is all that is needed to answer any question or resolve any complaint. If we cannot resolve your complaint over the phone in the first instance we will acknowledge your complaint within 2 working days after we receive it. If we

can't resolve your complaint or query straight away, we will respond to you within 7 working days of receipt.

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

If your complaint cannot be resolved within 20 working days of original receipt, and SWITCH UTILITIES LTD 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 Electricity and Gas Complaints Commissioner Scheme. More information about the scheme is below.

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

SWITCH UTILITIES LTD is a member of the free and independent Electricity and Gas Complaints Commissioner Scheme and will deal with any complaints you have in relation to your energy supply in accordance with the requirements of the Scheme. **If:**

- you are not happy how we propose to resolve your complaint or query; or
- it is clear that SWITCH UTILITIES LTD is not going to do anything about it; or
- waiting any longer would cause you unreasonable harm; or
- waiting any longer would be unjust; or
- we have not resolved your issue within 20 working days after receiving your complaint, you may refer your complaint to the free and independent Electricity and Gas Complaints Commissioner Scheme to resolve by phone letter or email. Their details are:
  - Website: [egcomplaints.co.nz](http://egcomplaints.co.nz)
  - Freephone: 0800 22 33 40
  - Freefax: 0800 22 33 47
  - Freepost: 192682, P O Box 5875, Lambton Quay, Wellington 6145.

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

**Note:** It is advisable that you keep all letters, bills, notes and photos relevant to your complaint, as SWITCH UTILITIES LTD or the EGCC may ask to see these.

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

\* Conditions may vary according to specific contract agreements