

Terms and conditions for residential and business customers  
effective 1 April 2023

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# Introduction

## About us

Telnet Energy Limited is a trading name with offices in Auckland. Our website [www.telentnz.co.nz](http://www.telentnz.co.nz) provides information about us and other parties involved in your energy supply or the New Zealand energy industry in general.

Telnet Energy Limited terms and conditions of supply detail our responsibilities as a supplier of electricity and yours as a customer.

## As our customer

### Your agreement with us

Becoming or remaining a Telnet Energy Limited customer means you agree to these terms and conditions.

These terms and conditions apply to the electricity and other energy services that we supply to you as our customer. Any other products or services we supply to you may have their own terms and conditions so please verify the correct terms and conditions that apply you.

These terms and conditions also apply to both residential and business premises and, as from 1 April 2023 replace any previous general terms and conditions we have with you relating to energy services.

You can email questions to [info@telnetnz.co.nz](mailto:info@telnetnz.co.nz) or call us on [08001919]. Our address is listed on the back page if you would like to write to us.

The health, wellbeing and safety of our staff is important to Us. You must always respect our team members and not threaten, bully, or harass any of our staff. This includes (but not limited to) the use of racism, sexism, verbal and physical abuse.

If a customer's behaviour is in breach of the above, we reserve the right to issue 30 days' notice of disconnection in writing. If the customer wishes to switch earlier than the 30 day notice period, they may do so free of charge by responding to the disconnection correspondence.

### Our agreement with you

Our agreement with you includes these terms and conditions; your pricing plan(s); any terms and conditions relating to specific services, payment options and/or products you may have with us; and any additional terms and conditions that we agree with you in writing. Together, these documents form a legally binding agreement between us.

For residential and business electricity, our agreement with you is formed when we accept you as our customer. It will apply from the earlier of the date that we accept you as our customer as agreed on application, you first use energy supplied by us or the date determined by the relevant switching process regulations and rules.

We will arrange the supply of Energy to Your Premises and will ensure that such supply complies with the terms of Your Agreement, applicable laws, regulations and electrical and gas codes of practice (as applicable).

Our intention is to make sure you are familiar with the range of electricity supply plans available to you and ensure you are offered the best option for your needs.

We have published a separate consumer care policy *[insert link]* and our full privacy policy is at the end of this document.

## Becoming our customer

### Making an application

You can apply to become our customer in any area where we offer energy supply by:

- completing a customer application in writing or online, or
- communicating with us or an authorised agent working on our behalf.
- by contacting us via any of the contact numbers on our website

Contact details are provided on our website and at the end of this document.

You are entitled to cancel Your Agreement within 5 Working Days after the Commencement Date by notifying Us either by post, email or by calling Us, but You will be required to pay for any Energy that We supply to You prior to You notifying Us that You wish to cancel Your Agreement.

### Accepting your application

We may choose not to accept your application if:

- you fail to meet our payment, credit or other criteria (for example, not providing us with the information we need to set up your account), or
- you or someone occupying your premises has a debt owing to us or our agents from a previous account.
- you are not in a geographical area that we are able to trade.

If you have a debt owing to us or our agents from a previous account, we may require immediate payment of that debt before accepting you as a customer.

We may require you to agree to any other arrangements or extra terms and conditions we consider necessary.

### Joint customers on one account

More than one person can be the customer at any premises. In this situation, our agreement applies to each of you individually, as well as together. At least one person must be noted as the main responsible authorised person. See section below on authorised customers and alternative contacts.



## New Customers

Where you become our customer before using energy supplied by us, the supply of energy to you will start as soon as possible after we've accepted your application or at a time agreed between us.

We may require proof of occupancy which may be by means of a tenancy agreement or other legal document relating to the purchase or occupancy of the property.

## Non-occupying customers

You can be our customer for a premise even if you are not the occupier (for example, if you are the landlord or a relative that has agreed to be the customer and pay for energy and/or other services). As our customer, you are bound by these terms and conditions. There may be some products or services that we provide that can only be used by you when you are our customer and are occupying the premises that we supply. Where this is the case, we will let you know.

## Moving house

Where you are the existing customer at the premises and already have an agreement with us, we can make the transition to your next property easy. All you need to do is:

- Contact us at least 3 working days before you move house so we can do a final reading. We may need to estimate your final reading or use a reading from you.
- Give us the address of the new property you are moving to so we can arrange your energy supply
- Notify us of any changes to your existing arrangements with us.

You agree that we will:

- arrange to end your current agreements with your existing retailer and, if applicable, network operator. Note you need to check with your existing retailer if you are under a contract arrangement, there may be a fee to break your contract with that provider.
- do all things necessary to arrange supply to your premises as soon as possible, including authorising the existing retailer to release any information held about the supply of energy to your premises, and
- use the existing supplier's final meter reading (which may have been estimated) for our initial invoice.

If your current retailer has disconnected your supply and that supply has not been reconnected or arranged to be reconnected, you will need to contact your retailer to have the energy supply reconnected before we can accept the switch. See disconnection and reconnection further in this document.

We will comply with any relevant industry switching requirements (including your right and our right to cancel a switch).

If you don't contact us and become our customer and we are the existing energy supplier at your new premises, the energy supply may be disconnected. We may also charge for other costs (for example, a disconnection fee), the cost of any energy used and any other costs we incur as a result of you using energy at or occupying or owning the premises.

## Authorised persons

You may contact us to appoint an authorised person to make decisions for you in relation to your account with us. An authorised person can do most things with your account. However, they cannot do some things, for example, opening or closing an account in your name.

### Alternate contacts

If you believe that you may have difficulties with your payments or with communicating with us, you may appoint one or more alternate contacts to help you communicate with us and to assist you if a payment issue is pending. An alternate contact could be a family member, friend or social agency.

### Authority of authorised persons or alternate contacts

Where you have appointed an authorised person or alternate contact, you:

- confirm they have agreed to be an authorised person or alternate contact and they may be contacted by us in that capacity, and
- agree they may provide us with information about you and we may disclose information about you to them.

### Your responsibility as our customer

You are still responsible as our customer for complying with these terms and conditions, even if you have appointed an authorised person or an alternate contact.

### Next of kin and landlords

If we are unable to contact you, we may contact your next of kin or landlord using details you have provided to us.

## Bonds

### Paying a bond

Some customers may be required to pay a bond as security for payment. If we require a bond, we will tell you why. The type of bond you would be required to pay would be based on the classification of your premises, our assessment of your creditworthiness and the energy type(s) that you use. We will meet requirements of the Electricity Authority or any other regulations regarding bonds.

A bond may be in the form of a cash payment, a guarantee or any other type of security we decide is necessary. You can read more about bonds under 'Service fees' on our website. A bond may be required if you:

- do not maintain a satisfactory payment record with us, or
- are unable to establish a satisfactory credit record, or
- have had your supply disconnected and have applied to be reconnected.

If we require a bond, we may require you to pay it to us immediately, or charge the bond on your next invoice, in which case, you must pay it by the due date given on that invoice. Any bond must be paid within 18 working days of receiving the relevant invoice.

Any bond will be held by us in a separate account and will not accrue interest.

## Repaying your bond

We will repay your bond within 1 month of you ceasing to be our customer, provided all outstanding amounts owed to us have been paid.

We may repay your bond if you meet all your obligations in relation to your account for at least 12 months and you now meet our credit criteria for not requiring a bond.

We will repay your bond, less any amounts you owe us, by crediting your account with us or refunding you directly if you are no longer our customer.

We may use the Bond to cover:

- any amount overdue or otherwise owed to Us by You. If any part of the Bond is used by Us for this reason; or
- any costs or losses We incur in investigating any interference, replacing or repairing any damage to Metering Equipment caused by You, or arranging to have the supply of Energy to You ceased, restrict, limit or suspended, and/or taking legal action against You as a result of You tampering with any Metering Equipment.

We may subsequently require You to top-up Your Bond to its previous amount before any deduction was made.

We may keep your bond for longer than 12 months if you do not maintain a good payment history with us.

## Medically dependent and vulnerable consumers

### Medically dependent consumer

medically dependent consumer (MDC) means a consumer, whether a customer of a retailer or a consumer permanently or temporarily resident at a customer's premises, who depends on mains electricity for critical medical support, such that loss of electricity may result in loss of life or serious harm. For the avoidance of doubt, medical dependence on electricity could be for use of medical or other electrical equipment needed to support the treatment regime (eg, a microwave to heat fluids for renal dialysis).

If you are or believe you or someone permanently residing at your premises are a medically dependent consumer, you will need to provide us with a Notice of Potential Medically Dependent Consumer Status Form, which your health practitioner can give you.

If you are confirmed as a medically dependent consumer, we will comply with the requirements of the Electricity Authority's guidelines relating to medically dependent consumers ([ea.govt.nz/consumer](http://ea.govt.nz/consumer)). This includes maintaining your details on our register and we may request further confirmation after 12 months.

If you are a medically dependent consumer, you must maintain a back-up power supply or any other emergency arrangements that will ensure your health and safety in the case of an interruption to your energy supply. Energy supply may be interrupted at any time without warning.

## Vulnerable consumer

A vulnerable consumer is defined as:

A domestic consumer who:

- a) for reasons of age, health or disability, the disconnection of electricity to that domestic consumer presents a clear threat to the health or wellbeing of that domestic consumer; and/or
- b) it is genuinely difficult for the domestic consumer to pay his or her electricity bills because of severe financial insecurity (this includes severe financial insecurity including low income), whether temporary or permanent.

We will also comply with the requirements of the Electricity Authority's guidelines relating to vulnerable consumers where we have confirmed that you are a vulnerable consumer ([ea.govt.nz/consumer](http://ea.govt.nz/consumer))

# Information and privacy

## Information we need from you

We need some information from you so we can supply you with energy and services. You need to make sure that any information you give us is correct and that you let us know if anything changes. Our full privacy policy is noted at the end of this document.

## Information we need from third parties

For the purposes listed below, we may obtain information about you and your energy supply (including historic meter reading information) from any third parties before you become our customer and at any point while you are our customer. This may include credit checking or reporting agencies and government agencies.

If you notify us that you may be medically dependent or a vulnerable customer, you authorise us to collect and disclose any relevant information from or to any health practitioner, Work and Income or other social agency so that we can verify and assess whether or not you are medically dependent or a vulnerable customer.

## Storing your personal information

We will keep your information secure and, for individuals, will hold your personal information in accordance with the Privacy Act 1993.

## Using your information

You authorise us to use, disclose and match any information about you and your energy supply for the following purposes, including:

- a) for any purpose authorised by you, including communicating with authorised persons and alternate contacts;
- b) to confirm your identity;

- c) to supply energy and any other products or services you have asked for;
- d) to administer your account (including invoicing you, sending notices or communicating with you);
- e) to help improve our customer service, including monitoring and following up questions and complaints;
- f) to help develop and/or improve products and services;
- g) to inform or contact you about our products, brands, special offers, publications and other promotions we think you may be interested in (including via email or other electronic communications);
- h) to meet the requirements of these terms and conditions, the law, industry rules and codes of practice;
- i) to meet the requirements of the network operator;
- j) to disclose to our related companies, as defined in the Companies Act 1993;
- k) for credit checking, credit reporting or debt collection, which may involve disclosure to a credit reporting agency. This information may be used by the credit reporting agency to update and maintain credit information files and may, in turn, be accessed by its customers;
- l) to avoid prejudice to the maintenance of the law by any public sector agency, including the prevention, detection, investigation, prosecution and punishment of offences;
- m) to verify your credit and payment history with your previous energy supplier;
- n) to disclose to the network operator or meter owner for the purpose of installing, maintaining or operating the network or metering equipment or communicating with you;
- o) to disclose to the network operator and/or trust or co-operative that owns the network to allow them to pass on rebates or discounts to you, or otherwise to communicate with you; and
- p) to disclose to the Electricity Authority, the Commerce Commission, Utilities Disputes, or any other government agency or regulatory body, industry body or complaints scheme.

In addition, there may be occasions where we disclose your information in other ways that are in accordance with the Privacy Act 1993.

If you have advised us that you are a medically dependent or vulnerable customer, we may also use this information to:

- q) assess whether you are a vulnerable consumer and carry out our responsibilities under the Electricity Authority's guidelines relating to vulnerable consumers, and
- r) verify your status as a medically dependent consumer and carry out our responsibilities under the Electricity Authority's guidelines relating to medically dependent consumers.

## Communications we have with you

We may record any communications we have with you, your authorised person or alternate contact in order to:

- o maintain accurate records of our dealings with you
- o confirm our contractual commitments to each other, and
- o help resolve any disputes between us.
- o We may also use recordings to train our employees and authorised agents and/or to monitor the level of service they are providing.

## Passwords

You are responsible for keeping safe any passwords you have for accessing your account. You should ensure that you only share your password with authorised people on your account.

## Energy supply

Our supply of energy to you will comply with all legal requirements. For residential supply, this includes the requirements of the Consumer Guarantees Act 1993.

The supply of energy to you may not be continuous and uninterrupted. We do not guarantee the continuous supply of energy to your premises.

## Protecting your electrical equipment

Surges or spikes are momentary fluctuations in voltage or frequency that can happen at any time and are not treated as interruptions. Surges or spikes can also occur as a normal part of our operations including, for example, reconnection.

We strongly recommend you install surge protection devices for sensitive appliances and take out insurance against surges, spikes and other fluctuations or interruptions in electricity supply.

We will comply with our obligations under the Consumer Guarantees Act 1993, however, other than this we take no responsibility for any loss or damage caused to equipment, property or appliances, including loss of data, arising from surges or spikes.

## Other obligations relating to your premises

You must ensure that you, your premises,

- all Metering Equipment or
- other equipment located at your premises or
- between your premises and your connection to the Network (where such equipment has not been provided or installed by Us or any of our representatives),
- and all installations of such equipment

comply with all statutory and regulatory requirements and codes of practice or procedures (including the Network connection standard terms and conditions and applicable use of system agreements), to the extent you are aware, or ought to be aware given the information available to you, of these requirements and the information provided by the Electricity Authority (EA) which can be found at [www.ea.govt.nz](http://www.ea.govt.nz) .

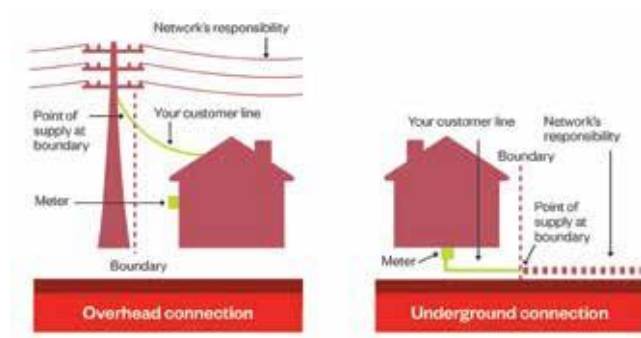
If you intend to install generation of any sort you need to let us and/or the distributor know prior to doing so and when connected. The network may require you to make an application to connect.

You are also obligated to inform us if you intend on demolishing your premises.

## Point of supply

With the exception of metering equipment, you are responsible for the maintenance, repair, replacement, enhancement and safety of all energy supply equipment beyond the point of supply.

You may be required to pay for, own and maintain any shared energy supply equipment required to supply your premises between the network and your point of supply.



This diagram shows who owns which part of the power supply system at your premises. Note that all electricity past the point of supply is your responsibility.

Generally, the electricity point of supply is at the pole fuse for an overhead connection and the property boundary for an underground connection.

If energy supply equipment entering your property also supplies someone else, the point of supply is where the supply becomes exclusively yours. You may be required to pay for or own and maintain the shared energy supply equipment required to supply your premises between the network and your point of supply.

You must ensure that there is no interconnection at any time between your point of supply and any other point of supply without the network operator's written agreement.

Should you decide to install solar or other means of generation you must obtain the permission the network owner and advise us prior to installation being completed. You may be required to change the metering.

Please contact us or the network operator if you have any questions about your point of supply. We will tell you how you can locate the point of supply at your premises or, if we don't know, where you can get that information.

## Safety

The electricity Lines that supply Energy to Your Premises and the grid are live. If You touch them or the bare conductors that connect them to the house, You may be seriously injured or killed. Before You do any work near electricity Lines, arrange with Your Distributor to identify any problems or disconnect the supply. You should contact Transpower before doing any work near the grid.

For your safety and the safety of those around you:

- dial 111 in an emergency

- call us immediately on [0800001919] if you think there is a possibility that our energy supply could endanger people or property
- do not interfere with pipes or wires that supply energy to your premises
- make sure only qualified people perform maintenance or repairs on energy equipment or appliances at your premises
- Contact us before demolishing or removing any buildings connected to or containing energy supply equipment, and
- Contact us if you become aware of a hazardous situation relating to your energy supply or energy supply equipment.
- Contact us if you intend to install generation of an means.

## Solar Power, Feed-in and Purchase

With our written consent we may purchase electricity from you that you have generated using an electricity generation facility installed at your property in accordance with this clause provided that at all times:

(a) you are a current customer of Telnet Energy Ltd;

(b) the generation capacity of your facility is less than 50kW;

(c) you have a valid connection contract with the distribution company in accordance with Part 6 of the Electricity Industry Participation Code 2010 and can provide confirmation from the distributor of such contract;

(d) you have a smart meter approved by us which is capable of reliably recording and exporting electricity into the network without our assistance to an accuracy and reliability that is approved and certified in accordance with part 10 of the Electricity Industry Participation Code 2010;

(e) you are responsible for advising us if you are registered for GST purposes, or if your GST registration status changes. We may require evidence to confirm this registration. If you are GST registered, please email us your GST number [info@telnetnz.co.nz](mailto:info@telnetnz.co.nz);

(f) you ensure that, your electricity generation facility and supply of electricity complies with all applicable laws, standards and regulations (including the relevant distribution company's network connection standards);

(g) you will be responsible for the safe operation of your electricity generation facility and for any damage caused to this facility or to any other property or person as a result of the operation of this facility (including without limitation for any voltage fluctuations or other matters concerning the quality of the electricity supply, your points of supply which may damage sensitive electrical equipment or concerning the local supply on the network) and you indemnify us for any costs, expenses, liability or claims incurred by us in respect of such damage; and



(h) you will arrange and maintain all appropriate insurance, including:

(i) insurance to cover the risk of damage; and

(ii) insurance required by the distribution company.

You acknowledge and agree that we may, where appropriate, record and report the amount of electricity we purchase from you to the market including the Registry maintained by the Electricity Authority, reconciliation manager and relevant distribution companies.

Subject to above clause, we will purchase electricity supplied by you at the rates per kWh plus GST (if any) that are applicable to your pricing plan by way of credit on your account. No interest will be payable by us on any credit amounts. We will not pay out in cash any credits accrued from purchasing your exported energy and you may only use such credits to offset amounts payable to us for the supply of electricity to you.

Where we cannot determine the quantity of electricity purchased by us due to a failure or inaccuracy in the smart meter outside of your control, or you dispute the accuracy of our reading, we may make a reasonable estimate of the quantity of electricity supplied based on your historic data available for your generation and consumption for the relevant period. Such estimates will be conclusive and final in the absence of any manifest error.

## Access

### Accessing your premises

Telnet Energy, the Meter Owner (if applicable), the Lines Company or any Distributor (or our or their respective employees, agents, representatives and subcontractors) (each an Accessing Party) may need access to your premises for any number of reasons relating to the network and/or our supply to you. This may also include the Electricity Authority or their appointed agents or auditors.

You must provide us, the accessing party, unobstructed and easy access to your premises so we can:

- a) read any meter on your premises
- b) connect, disconnect, restrict, limit or remove any limit or restriction on your energy supply
- c) install, remove, inspect, test, operate, maintain, service, upgrade, repair or replace energy supply equipment
- d) investigate or remedy any matter concerning the quality of energy supply or compliance with your responsibilities under these terms and conditions
- e) protect or prevent danger or damage to people or property
- f) trim trees and other vegetation where the network operator is required or entitled to do so under these terms and conditions or any law or to maintain public safety and the operational integrity of the network, and
- g) enforce these terms and conditions and comply with the law.
- h) You may be required to turn off the energy at your premises to enable access for these purposes.

We may do whatever is reasonably necessary to gain access to your premises for these purposes. This right continues until you have met all your obligations under these terms and conditions, and for up to 6 months for the network operator after you stop being our customer.

You must pay for all costs incurred by us in obtaining or attempting to obtain access to your premises for authorised purposes, including legal, locksmith and security agency costs. We will advise you of any costs in writing.

### Safe access

Access to your premises must be safe and free of hazards and obstructions (for example, open manholes, barbed wire or rotten decks).

You must let us know about any health and safety requirements or issues and provide us with any equipment that is necessary to ensure the health and safety of our representative on your premises.

You must inform us of any dog or other animal that may put us at risk and ensure is controlled when we visit. You may be prosecuted if any dog or animal threatens or attacks us or if you threaten, assault or harass us. You will be liable for all costs, loss or damage incurred by us arising out of your unsafe premises or any threats or attacks made by you, anyone on your premises, or your dog or other animals.

### Access hours

Unless we agree otherwise, we will normally access your premises during the following times:

- Normal Meter reading services – Monday to Saturday, 7am-7pm or within the hours of daylight.
- Electrical metering services – Monday to Friday, 8am-5pm.
- Immediately for scheduled Meter reading or routine Meter maintenance of which you have been given at least 10 Working Days' notice. We will provide written notice to You of the timing and purpose of the access.

### Notice of access

Except in routine situations (for example, to read or inspect metering equipment) or emergency situations, before accessing your property, we will give you written notice of when we will be accessing your premises and the reasons why we require access.

Where we own the metering equipment on your premises or we are given sufficient prior notice from a third party that owns energy supply equipment on your premises, the notice we provide to you will be given:

- a) at least 10 business days prior to entry if we are accessing your premises to undertake construction, upgrade, repair or maintenance work, or
- b) within a reasonable timeframe where we are accessing your premises for any other reasons.
- c) Where a third party who owns energy supply equipment on your premises does not give us prior notice, we will not be able to give you any notice before they access your premises.

### Immediate access to your premises

In some circumstances, you will need to give us immediate access to your premises, including if we need to:

- restore electricity supply in your neighborhood after an outage

- prevent harm to people or property from equipment we or the network operator are responsible for
- protect the network, or
- deal with any other emergency situation involving the supply of energy.

## Our responsibilities when accessing your premises

When accessing your premises, we will:

- take reasonable steps to minimise any direct impact on your premises and any inconvenience to you;
- try to comply with any reasonable requests you make;
- carry identification and present it if you ask to see it;
- identify ourselves before starting work; and
- act courteously, considerately and professionally at all times.
- Keys and security codes
- You may need to provide us with a key and/or security system code or arrange access to your energy supply equipment if any of it is located behind locked doors or gates.

If we hold a key to your premises that was supplied by a previous customer or landlord, we will ask your permission to use it. If you say no, you will need to make alternative arrangements with us for access. However, if we hold a key that is used to access meters in a common area (for example, an apartment block meter room), we will continue to use the key to access that area, but will not enter your private premises.

We will keep all keys and security codes you give us secure and only use them to fulfil our rights and obligations under these terms and conditions. We will only return your key to you or your authorised person if you are still our customer at the premises.

If we no longer need your key to access the energy supply equipment, we will destroy it securely (we will let you know before we do this), or if you are still our customer at the premises and you request it, we will return the key to you.

## Meters and meter readings

### Metering equipment and installation

Unless agreed otherwise, you must have metering equipment that meets Code at your premises to record all of your energy usage and/or to control appliances, as required by the network operator and your pricing plan.

We may own the metering equipment, or it may be owned by a third-party meter owner with whom we have an agreement.

- In some cases, we may not be able to install metering equipment at your premises because:
- the energy supply or installation does not comply with legal requirements or the network operator's network connection standards, or
- the metering equipment, when installed, represents a safety hazard.

In these situations, you may need to fix or remedy any noncompliance or to repair any non-compliant equipment or safety hazard at your cost before the metering equipment is installed. This may include any repairs or upgrades to the meter board. We may also require you to provide evidence of certification or compliance for your electrical installation.

You are responsible for identifying and letting us know about all of the meters used in the supply of energy to your premises.

## Reading your meter

Your Energy usage will be assessed by way of Meter readings, except for any energy supply to an ICP on your premises on an unmetered basis, in which case Your Energy usage will be calculated based on information supplied to us by you and your distributor. Generally, we carry out actual Meter readings at least monthly. There will be times however where we may not be able to read your meter in which case the readings may be estimated and replaced with actual readings at a later date.

Where we are unable to read your remotely, we will read your meter regularly (at least four times a year) provided that you give us access to your premises during normal meter reading service hours. If you do not provide us with access during normal meter reading service hours, we may charge you for reading your meter.

If you don't provide us with access to read a meter or we are unable to read the meter for any reason, we may estimate the amount of energy supplied and send you an invoice based on this estimate.

You may provide us with a meter reading over the phone, via email, or by other electronic means we may make available for an initial reading, a final reading or if your invoice is based on an estimated amount. If you have a Time of Use meter, you are unable to provide us with your own reading.

We may accept or reject your reading at our discretion. For example, we will reject your reading if it is inconsistent with our records or with the existing supplier's final meter reading (for an initial read).

If you provide us with a valid reading that we accept, we will send you a new invoice based on that reading. If we reject your reading (for example, if it is inconsistent with our records or with the existing supplier's final meter read for an initial reading), we may undertake and charge for an actual meter reading.

## Smart meters

Smart meters rely on good network coverage. If the meter signal is unavailable or weak, we may not be able to get a meter reading. If this happens, we may need to send you an estimated bill or visit to read your meter. If your main switch is turned off, we won't receive any data for that period. If you do receive an estimated bill, any discrepancy between your last actual read and your next actual read would be balanced out.

We may, at any time, replace the meter on your premises with a smart meter or install a remote meter reading device on your existing meter.

We may install an aerial if there is a problem communicating remotely with the smart meter. We will discuss other options with you if installing an aerial does not overcome the communication issues.

If we have installed a smart meter at your premises, we generally will not need access to read your meter. However, if we are unable to communicate remotely with the meter, we may still need to read the smart meter manually or estimate the amount of energy supplied to you. We will also still access your premises for the reasons outlined in the Access section, even if you have a smart meter installed.

If we need to install a smart meter because of an access issue, we may charge you for the installation. We will let you know of any charges before we start the work, along with any ongoing changes to your pricing plan(s). We may charge you if you ask for a manual reading to be taken from a smart meter.

## Metering data

You agree that we own all metering data and any other data collected by the meter.

We may:

- receive, collect and store metering data relating to you and your premises, and
- use metering data for the purposes outlined in the Information and privacy section.

If We need to estimate your energy usage, we will calculate this based on your average energy usage patterns. If this information is not available, we will estimate based on an average customer.

You are obliged to pay an invoice which is based on an estimate reading. However, if we send you a Bill based on an estimate reading, you can provide us with your own meter reading by contacting us.

You can request a special or final Meter reading at any time by contacting us. A special or final Meter read will incur an additional fee as set out in the Fee Schedule published on our website or on request.

## Meter testing and replacement

We or the meter owner may, from time to time, repair, test, check, change, replace, downgrade or upgrade the metering equipment at your premises as part of routine inspections, replacement programs or to reflect changes in your energy supply requirements. You may also request that the metering equipment be tested if you believe it is faulty or unsafe.

If a change of meter is required because of a change in your energy supply requirements, we may charge you for the cost of the alteration. We will let you know of any charges before we carry out the work.

If testing reveals the metering equipment is not measuring or operating within accepted industry standards and the fault was not caused or contributed to by you, we will:

- replace or repair it;
- meet the cost of the testing, and debit or credit your account with the value of our reasonable assessment of the error in previous charges from us.
- If you ask for a meter test and the metering equipment is found to be measuring and operating within accepted industry standards, we may charge you for the cost of the test. We will let you know the cost before undertaking the test.

## Tampering with the meter

Tampering with or bypassing metering equipment is dangerous, and energy theft is a criminal offence. You must take all reasonable steps to make sure no one tampers or interferes with the metering equipment or interferes with any smart meter in a way that prevents or restricts us from communicating with the device or recording metering data.

You need to let us know immediately if you:

- suspect the metering equipment has been tampered with, is faulty or the metering equipment seals have been broken, or
- become aware that there may be a problem with the metering equipment (for example, if your invoice is unusually low or the meter appears to have stopped).

You must pay for the energy we estimate you would have used while the metering equipment was not reading correctly if:

- the metering equipment has been tampered or interfered with or bypassed
- you take advantage of metering equipment that is inaccurate or not operating correctly, or
- you cause or allow someone else to cause any other loss or damage to us, the network operator or meter owner.

If any of these situations occur, we may require you to pay:

- for any costs or loss, we incur investigating the interference or replacing or repairing damaged metering equipment; and/or
- a bond (or increased bond);
- disconnect, restrict, limit or suspend the supply of energy to you; and/or
- take legal action against you.

## Fees and charges

### Responsibility for fees and charges

You will be responsible for all charges from the date determined by the relevant switching process regulations and rules or the date that you first use energy supplied or services provided by us.

### Our fees and charges

We will charge you for energy supply and any other services we provide to you at the rates set out in our pricing plans or other applicable terms and conditions. These fees and charges may change from time to time.

Our energy charges for the energy you have used will be based, at our discretion, on an actual or estimated meter reading or a reading provided by you. You can read more about fees and charges under 'Service fees' on our website.

We may pass on fees or charges from regulatory agencies (such as the Electricity Authority), the network operator and the meter owner that relate to the supply of energy or other services to you. We may also charge you for any services performed on your premises requested by you or a third-party contractor working on your behalf (for example, a builder, electrician or arborist).

## Additional fees

We will give you reasonable notice if circumstances arise or are likely to arise that may result in an additional fee, and we will let you know the amount of the fee and the reason for it.

We will also let you know if there is something you can do to avoid incurring the fee. If you ask for a product or service that involves an additional cost, we will tell you the amount (where that cost is known) or provide an estimate of that cost.

## Adjusting your pricing plan

We may adjust your pricing plan if, for any reason, the information we relied on to set it is incorrect or needs to be amended. We will let you know if this happens.

If our fees and charges change during an invoicing cycle, we may average out the energy used over the period to determine a daily average usage and then charge your usage at the different rates.

## Your invoice

Unless we agree or tell you otherwise in writing, we plan to send you an invoice every month. Your invoice will itemize:

- the quantity and cost of energy supplied or estimated to be supplied;
- any fees and charges (the amounts payable may be rounded);
- any taxes and levies;
- any charges for other products or services you have asked us to provide; and
- any penalties or other charges additional to our usual fees on your invoice.

The invoice will clearly show the due date for payment and will state whether the energy charges are based on an actual or estimated reading. It will also show the Installation Control Point (ICP) identifiers relating to each energy supply covered by the invoice. It may not show the name of the local network operator.

Please get in touch if you would like to know who your local network operator is.

## Paying your invoice

You must pay all our fees and charges as shown on your invoice in full and by the due date shown on your invoice. This includes invoices based on an estimate or actual reading and includes any rounded amount.

You may not deduct or set off any amount from that shown on the invoice. You remain obliged to pay all of our fees and charges, even after you have ceased to be supplied by us or otherwise are no longer our customer.

When we receive payment from you, we may use that to pay any overdue amount before paying your current fees and charges.

## Payment methods

We offer a variety of payment options including, direct debit, internet transfer from Your bank account, telephone transfer from Your bank account, credit card (We only accept Visa and Mastercard and note that additional surcharges apply for payments made by credit card), and automatic payments.

If any currently offered payment options are to change We will give You no less than 30 days' notice of the change and information to explain the change.

### Problems paying your invoice

If you can't pay your invoice in full and by the due date, you need to let us know immediately so we can discuss payment arrangements.

We offer smooth pay which is where you can spread your energy payments out evenly throughout the year, so you pay the same amount for each invoice. If you choose smoothpay we will estimate Your average consumption for the year and divide that by the number of payment cycles you wish to make during the year. You can choose to make weekly, fortnightly or monthly payments. Every 6 months We will review and adjust your smoothpay amount based on your consumption history and the balance on Your account at the time we undergo the review. If Your consumption varies significantly, we may review and adjust Your smoothpay amount more frequently. We will advise you at least 10 days prior to the new smoothpay amount being payable.

You can cancel your smoothpay by giving us no less than 5 days' notice prior to your next invoice. We will discuss with you options regarding payment of any outstanding amounts or if you have a debit balance.

If you fail to pay any of our fees and charges, we may register your payment default with a credit reporting agency.

### Payment arrangements

If we have agreed a payment arrangement with you, you must keep to the terms and conditions of that arrangement. If you don't honor that arrangement, we may disconnect your supply.

### Late invoices

You must let us know immediately if you do not receive regular invoices from us. You will still be responsible for all fees and charges during the period covered by the late invoice.

If you are not responsible for the invoice being late, the amount of time you have to pay will depend on when the invoice is sent and we will discuss the time frame it is to be paid.

### Incorrect invoices

If we have made an error with our invoice (irrespective of the cause) and undercharged you or we have failed to invoice you at all, we will issue or adjust the relevant invoices, and our normal payment terms will apply (subject to adjustment as noted under Late invoices).

Any amounts you are required to pay will take into account whether you have contributed to the error or could reasonably have been expected to know about it.

If we have made an error with our invoice (irrespective of the cause) and overcharged you, we will promptly credit any overcharged amounts. This does not apply where your invoice is based on an estimate of your energy use, as an adjustment will be made in a following invoice based on an actual meter reading.



## Disputed invoices

If you dispute any amount shown on your invoice, you must let us know immediately. You will need to tell us the amount in dispute and why you are disputing it. We will investigate the disputed amount as quickly as possible.

When you are disputing part of an invoice, you still need to pay all other amounts not in dispute. We will not disconnect your energy supply if you have not paid amounts that are genuinely in dispute and we are aware of this. However, we may disconnect your supply if you do not pay undisputed amounts.

## Seasonal load charges

If your energy supply is for a seasonal load and it becomes apparent to us or the network operator that you arranged for a disconnection of your energy supply or terminated your agreement with us to avoid off-season fixed daily charges, you will be required to pay us for:

- any fixed charges or disconnection costs that we have incurred in relation to your energy supply during the off-season period, and
- any reconnection fee (if relevant).

## Debt collection costs

You must pay us or our debt collection agency any costs incurred in recovering all fees and charges you are required to pay under our agreement with you. This includes collection costs, revenue costs, legal fees, administration fees and/or other costs related to late or non-payment. This obligation continues after you have ceased to be supplied by us or otherwise are no longer our customer.

# Disconnection

## Disconnecting your energy supply

You need to tell us if you want us to disconnect your energy supply. If you don't, you'll still need to pay our fees and charges for as long as the premises remain connected to the network, even if you no longer occupy the premises.

You need to give us at least 5 business days' notice to temporarily or permanently disconnect your energy supply on a specific date.

Charges may continue until the disconnection process has been completed. If the premises have been temporarily disconnected, you will need to continue to pay for any fixed daily charges.

If you are dealing directly with your network operator to disconnect your energy supply, they will let you know the minimum notice period and any charges that apply.

We may charge you a disconnection fee and additional costs may be incurred when we or the network operator disconnect your supply (including for each unsuccessful attempt to disconnect you where you do not give us reasonable access to your premises or meter). These costs will be charged to you.

## Disconnection by us for non-payment

We may disconnect the energy supply to your premises if you fail to pay any fees and charges (including any bond) in full and by the due date.

Where you have different premises jointly or collectively billed, we may opt to disconnect the energy supply for non-payment at any of these premises.

We will only disconnect you if you fail to pay an estimated invoice if we believe it is fair and reasonable to do so in the circumstances.

We may disconnect your energy supply if you default on any payment arrangement we have entered into with you.

### Disconnection or restriction for other reasons

We or the network operator may disconnect or restrict your energy supply with or without notice for safety reasons or where we or the network operator needs to protect people or premises (an emergency disconnection).

We may also disconnect or restrict your energy supply at your request or if:

- a) you cease to be our customer;
- b) you have tampered with or damaged energy supply equipment;
- c) there is clear evidence of energy theft or other related illegal activity;
- d) any energy supply equipment on your premises does not comply with legal requirements or the network operator's network connection standards;
- e) on two or more occasions, whether consecutive or separate, you deny us reasonable access to your premises or if we consider that access is not safe or unobstructed;
- f) you threaten, assault or harass any of our staff, agents or contractors;
- g) you have substantial unpaid invoices on accounts you hold with us at any other premises;
- h) you do not meet your obligations in relation to energy supply equipment;
- i) an event occurs affecting energy supply or transmission where we need to reduce supply and you don't stop taking energy from the network when we ask you to; or
- j) you materially or persistently fail to meet any other obligations set out in these terms and conditions.

The network operator may disconnect or restrict your energy supply if:

- k) it is asked to do so by us;
- l) you fail to meet your responsibilities relating to its requirements as set out in these terms and conditions;
- m) you breach any of these terms and conditions that require you to give the network operator or meter owner access to your premises and the breach is material or persistent (in these situations, the network operator may also reclaim any energy supply equipment it owns on your premises);
- n) the network operator considers your energy installation to be unsafe or disconnection is necessary to avoid endangering any person or premises;
- o) you have a separate agreement with the network operator and you breach that agreement;
- p) you take energy directly from the network while having no agreement with the network;
- q) circumstances exist or events occur that may adversely affect the proper working of the network or transmission system;

- r) our agreement with the network operator is affected by default or insolvency or is terminated for any reason; or
- s) an event occurs affecting energy supply or transmission where we need to reduce supply and you don't stop taking energy from the network when we ask you to.

If you have committed a breach of our agreement with you that can be resolved, we will give you reasonable notice of what you need to do to avoid disconnection or restriction of our energy supply.

If your energy supply is disconnected or restricted, you must still pay us any amount outstanding on your account, including any disconnection fees and other charges.

Where you have an agreement with the network operator and they disconnect you for any reason, you will still need to pay our fixed daily charges.

The network operator will only disconnect your electricity supply permanently if it is entitled to do so in accordance with the Electricity Industry Act 2010.

### Warning of disconnection

Except in the case of requested, agreed or emergency disconnections, we will give you:

- a) at least 7 business days' notice of warning of disconnection, and
- b) a further 3 business days for the delivery of the notice
- c) a final warning no less than 24 hours before disconnecting you (the final warning will specify these timeframes).

We will take reasonable steps to make sure you receive our final warning. If we are unable to disconnect your energy supply within the timeframe we've given, we'll send you a further final warning before actually disconnecting your energy supply.

The final disconnection warning we send you will include:

- the address of the premises to be disconnected;
- the reason for disconnection and if related to unpaid accounts how to pay so you can avoid disconnection of your energy supply;
- the timeframe for disconnecting your energy supply;
- the cost of reconnection (including details of any charges you will need to pay in addition to paying your unpaid invoice); and
- our complaints resolution process.

If you are a residential customer (except in the case of requested, agreed or emergency disconnections), we will only disconnect your energy supply on a business day, excluding Fridays and the day prior to a public holiday. If you are a business customer, we may disconnect your energy supply on any day.

### Restricting or limiting your energy supply

We or the network operator may choose to restrict or limit your energy supply instead of or before disconnection. We can do this in any of the situations where we have the right to disconnect your energy supply. We will give you reasonable notice before restricting or limiting your energy supply.

If your energy usage exceeds the limitation or restriction that we have placed on your energy supply:

- you will need to change your energy use immediately (including by turning off electrical appliances) to be able to continue using energy supplied by us;
- self-disconnection may occur, in which case, you will need to follow the instructions on our notification letter or call us to self-reconnect, and
- we may fully disconnect your energy supply, in which case, we would follow the notice requirements outlined in the Warning of disconnection section.

## Getting reconnected or removing a restriction or limitation

You must contact us if you want to reconnect or remove any restriction or limitation on your energy supply after it has been disconnected, restricted or limited.

If you meet our reasonable requirements for reconnection, we will restore your supply as soon as practicable. These requirements include you:

- being present at the time of reconnection or accepting responsibility for the safety of the premises where you cannot be present;
- paying the total amount outstanding on your account (not just any overdue amount), including any disconnection fees and additional fees incurred during the disconnection process;
- paying any fees for restricting or limiting your energy supply or removing such restrictions or limitations;
- paying a reconnection fee (including for each unsuccessful attempt where you do not give us reasonable access to your premises or metering equipment);
- paying any charges that have accumulated in relation to your premises since your energy supply was disconnected, restricted or limited;
- paying a bond (or an increased bond);
- providing, to our satisfaction, ongoing access to your premises so we can fulfil our obligations under these terms and conditions; and
- agreeing to any extra terms and conditions we consider necessary.

You are also responsible for making sure all appliances at your premises are switched off at the time of reconnection.

## Termination of our agreement with you

For residential and business electricity our agreement with you will come to an end when you have stopped receiving all energy supply and services from us and met all your obligations under these terms and conditions.

Some of your obligations under these terms and conditions will continue to apply after we have stopped supplying you with energy, for example:

- terms relating to the payment of outstanding account balances will continue to apply until the balances have been paid, and
- we may access your premises to continue to read your meter or remove energy supply equipment owned by us, the meter owner or the network operator.

We may also end our agreement with you if the information that we relied on when accepting you as our customer was incorrect.

### Closing an account with us

For residential and business electricity, supply, if you want to close an account with us, you must give us at least 3 business days' notice and let us know your forwarding address. If you give us at least 3 business days' notice of closure, you will stop incurring our charges for these premises:

- a) on the date you have told us that you are moving out, or
- b) on the next business day if the date you give is a non-business day.

If you give us less than 3 business days' notice of closure, you may remain liable for our fees and charges for the extra period of time until we have completed a final meter read.

For the avoidance of doubt, this does not apply to customers on fixed term plans or on special terms which cannot be terminated prior to the expiry of any agreed term.

At our discretion, for calculating your final invoice, we may require a final meter reading, estimate the final meter reading or rely on a reading provided by you.

If we have not been able to read your meter, you will stop incurring our charges on the business day after we have been able to obtain a reading or after we decide to use an estimated reading for your final invoice or rely on a reading provided by you.

If you do not give us notice of closure, you will be responsible for paying any energy used and other charges incurred while the premises remain connected to the network. This applies even if you no longer occupy the premises. You remain liable until:

- a) a new customer has notified us that they have taken over responsibility for energy supply at the premises, or
- b) the date when the premises are disconnected.

You remain liable as long as you remain the account holder at the premises under the terms of this agreement. If you live in a group situation (for example, flatting) and your name is on the account, you need to let us know if you are moving out so we can end our agreement with you. Please make sure you do this even if others will be remaining at the premises.

Upon closing an account, you agree that we may add any of your unpaid invoices with us from that account to an account for other premises that we supply or the account for your new premises.

Any termination of this agreement will be without prejudice to any rights you or we accrued prior to or in connection with such termination.

To enable us to repossess our equipment, we will be entitled to sever our equipment (if necessary) from any other property.

You must pay all costs associated with the removal of any of our equipment from your site(s).

# General

## Complaints

If you have a complaint about our supply of energy to you or any other service we provide, please contact our free internal complaints service in the first instance.

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

Phone: 0800001919

Post: P.O. Box 12996, Penrose, Auckland

We will try to resolve your complaint straight away and will acknowledge your complaint within 2 business days of receiving it. If we can't resolve it straight away, we will give you a response within 7 business days. If it is complex or involves other parties, we will investigate on your behalf. In some cases, we may refer you or your complaint to your network operator or meter owner. We will let you know if we do this.

We are a member of the Energy Complaints Scheme operated by Utilities Disputes, this is a free and independent industry complaints body. We are committed to maintaining the standards contained in the Energy Complaints Scheme document.

If you are not satisfied with how we have handled your complaint, or your complaint is not resolved within 20 business days, you can refer your complaint with us to Utilities Disputes

Contact details for Utilities Disputes:

Utilities Disputes Limited

PO Box 5875

Freepost 192682

Lambton Quay Wellington 6140

**Free phone:** 0800 22 33 40

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

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

If you remain unsatisfied with the way your complaint has been dealt with, even after the intervention of Utilities Disputes, you may pursue the matter in another forum (for example, the Disputes Tribunal or the court system).

## Liability

Subject to the maximum amounts stated below, any liability either of us has to the other in contract or tort, is limited to direct physical loss or damage to property, premises or goods. That loss or damage needs to have been reasonably foreseeable and caused directly by a breach of these terms and conditions, or negligence.

If either of us is liable, the maximum amount either of us will pay to compensate for any event or related series of events is \$10,000. This is subject to a maximum cap of \$50,000 in any 12-month period for all

events or series of events, starting from the first event. We may choose to repair or replace any damaged premises or goods up to the same maximum amount instead of paying cash.

These liability limitations and caps do not apply in respect of early termination of a fixed term plan or special terms which arises due to a default by either party.

Without limiting the above, we or the network operator will not be responsible for any loss or damage caused by your failing to switch off any appliances at your premises before reconnection.

If you wish to seek compensation for loss or damage, you need to write to us to advise of a possible claim. If you haven't done this, we will not cover any loss or damage to your property, premises or goods.

Subject to the maximum amounts above, you indemnify us against any actions, claims, damages, losses and expenses incurred by us, or for which we may be liable, in connection with:

- any breach of or non-compliance by you with any law or other obligation that applies to you, your property, pipes or other equipment or the use or operation of those items or the energy supplied to you; and
- any claim, loss, damage, accident or injury of any kind, however sustained, which arises out of or in connection with this agreement.

However, you will not be required to indemnify us if an event arises directly from our failure to comply with our express obligations under these terms and conditions.

Where your premises are connected to a network owned or operated by a person other than the local network operator (i.e. connected to an 'embedded network'), you acknowledge and agree that the embedded network operator (and not the local network operator) is responsible for delivery of energy on the embedded network and, to the fullest extent permitted by law, the local network operator shall have no liability to you of any kind, whether in contract, tort (including negligence) or otherwise, in relation to the embedded network.

The limitations of liability set out in this section and elsewhere in these terms and conditions extend to our employees and agents, the network operator and meter owner for the purposes of the Contract and Commercial Law Act 2017, Part 2, Subpart 1 (Contractual Privity). The other provisions in these terms and conditions that refer to the network operator or meter owner are intended to be for the benefit of, and are enforceable by, the network operator and meter owner, respectively, under the same Act.

Except as set out below, nothing in this agreement in any way limits your rights under the Consumer Guarantees Act (CGA). To the maximum extent permitted by the CGA, and notwithstanding any other term of the agreement, it is agreed that the provisions of the CGA will not apply, and we each agree to contract out of the provisions of the CGA.

Please let us know if you believe the network operator or a third party has caused you loss or damage. We may, at our discretion, seek to recover from the network operator the amount of any loss or damage you claim to have suffered.

We will comply with our obligations under the Consumer Guarantees Act 1993, other than this, we will have no liability to you for any defaults by any third party or the network operator.

If you on-sell energy to another person, you need to let us know, and special terms and conditions will apply. In these circumstances, our and the network operator's warranties, guarantees or obligations relating to goods or services provided by us or the network operator are excluded to the maximum extent permitted by law.

Except as expressly set out in these terms and conditions, the liability of the network operator, including any liability in tort (including negligence), contract, breach of statutory duty, equity or otherwise, is excluded to the maximum extent permitted by law.

In addition, except as expressly set out in these terms and conditions, all warranties, guarantees or obligations imposed on us, or the network operator, in relation to goods or services provided by us, or the network operator, by the Consumer Guarantees Act 1993 or any other law, are excluded to the maximum extent permitted by law. If you on-sell energy to another person, you must ensure that all agreements you have with the end-consumer include provisions to this effect.

You indemnify the network operator and meter owner in relation to all direct loss or damage caused or contributed to, by the fraud, dishonesty or willful breach of our agreement by you or your agents.

## Guarantee

This clause will operate if a person or persons is named in the application form as 'guarantor' for the application.

The guarantor's guarantee is a continuing guarantee, and the guarantor's liability under it will not be affected by our waiver or failure to exercise any of the rights we may have against you, or by any variation of any of the terms and conditions of this agreement. In the event that this agreement is renewed for a subsequent term, the guarantor's liability will continue for the subsequent term.

Where there is more than one guarantor, their liability as guarantors will be joint and several.

## Force majeure – events beyond our control

A force majeure event includes:

- acts of God, war (whether declared or not), terrorism, riots, civil insurrection or epidemic;
- strikes and any other industrial action;
- storms, lightning, flood, earthquake, fire, volcanic eruption, landslide, accumulation of snow or ice or acts of animals;
- motor vehicle or other accident;
- faults in the network or acts or omissions by the network operator or meter owner;
- malicious damage;
- surges, spikes, other fluctuations or interruptions in the conveyance of energy into the network;
- the partial or entire failure of supply or availability of energy into the network;
- extreme energy shortages, extreme pricing events or threats to our ability to supply energy;
- compliance with any law or government order, rule, regulation or direction;
- your acts or omissions or any defect or abnormal conditions in or about your premises; or
- other similar circumstances beyond our control.



## Changes to our agreement

We can change these terms and conditions and our fees and charges at any time for minor corrections. If these changes affect our trading with you, we give you at least 30 days' notice by at least one of the following methods:

- advertising in your local daily newspaper;
- putting a notice on our website;
- sending you a letter or email;
- including a statement in a customer newsletter;
- notifying you by other electronic means;
- including a statement on your invoice; or
- a combination of the above.

Except as noted below, we will write to you individually (by letter or email) if our fees or charges are increasing by more than 5 per cent or if we make material changes to these terms and conditions that affect you.

If our fees or charges are increasing, we will give you our reasons for that increase. We do not need to notify you individually if:

- the change in fees or charges is the result of a request made by you;
- we decrease our fees or charges;
- correction to any part of this agreement;
- we make changes to these terms and conditions that do not affect you; or
- the changes are to non-regular service fees or charges (for example, disconnection, reconnection or special meter reading charges).

If you wish to change any products or services that we supply to you under these terms and conditions, please contact us. If you are eligible for the different product or service, we will make the change as soon as practicable.

### Transferring your rights and responsibilities

We can assign or transfer any or all of the rights and obligations we have under our agreement with you to someone else. Where we do this, we will let you know that the agreement is being transferred where you can access Telnet Energy information for the entity to which we have transferred the agreement, and when the transfer will take place.

If, for any reason, we commit an event of default as an electricity retailer (as defined by the Electricity Authority), the Electricity Authority may assign this agreement to another retailer. The terms and conditions of this agreement may be amended on such assignment to the standard terms and conditions of the recipient retailer applying immediately before the event of default occurred.

To facilitate this process, we may be required to pass information about you to the Electricity Authority, who may pass it on to another retailer. This paragraph, as well as the paragraph above allowing us to transfer your agreement to another person, are for the benefit of the Electricity Authority for the purposes of the Contract and Commercial Law Act 2017, Part 2, Subpart 1 (Contractual Privity).

We may also subcontract or delegate any or all of our responsibilities under our agreement with you to another party. If, for any reason, we have or are likely to have a receiver, liquidator or other similar officer appointed, we will take all reasonable steps to make sure your energy supply is not affected.

You cannot assign, transfer, subcontract or delegate any of the rights and obligations you have under our agreement with you to any other person. If you have or are likely to have a receiver, liquidator or other similar officer appointed, you must notify us immediately.

## Contacting you

Other than your agreed assigned method of communication, which in most cases will be by email, we may send any notice or invoice to you by:

- delivering to your address;
- mailing to the latest postal address you have given us;
- sending to the latest fax number you have given us;
- emailing to the latest email address you supplied to us; or
- delivering via any other electronic means.

We will assume that our notice or invoice has been received by you:

- on the day of delivery, if delivered to your address;
- 3 days after being posted to you;
- on the day of transmission if faxed; or
- at the time an email was transmitted by us to your email address.

You need to let us know if any of your contact details change.

# Network and other requirements

## The network operator

Where we contract with the network operator to transport energy across its network to your premises, these terms and conditions relate to both network services and the supply of energy. Where a network operator requires you, or you choose (where available), to contract with the network operator directly for its services, these terms and conditions apply to the supply of energy only. We will only supply energy to you if we or you have an agreement with the network operator.

## Network and your energy supply equipment

You have certain responsibilities relating to transporting energy to your premises and energy supply equipment. In particular, you must:

- not inject energy into or attempt to convey or receive signals or other communications through the network or connect or reconnect your energy supply equipment directly to the network;
- let us know if you experience any issues with the quality of your energy supply;
- make sure the way you use energy at your premises does not interfere with the quality of energy supplied to others or interfere with the network or metering equipment – if it does, you must stop the interference as soon as you become aware of it;

- comply with the network operator’s network connection standards (which can be obtained from the network operator or found on its website) and all energy-related statutory and regulatory requirements and industry standards;
- let us know if any energy supply equipment on your premises is faulty, damaged, or (in the case of metering equipment) operating inaccurately, so we can suspend your supply if necessary and carry out or arrange repair or maintenance work (or recommend contractors to do so) at your cost; and
- Contact us or the network operator if you become aware of a hazardous situation or that any fittings or equipment relating to your electricity supply are defective, damaged or causing a hazard.

## Trees, vegetation and other obstacles

You must keep trees, vegetation and other obstacles clear of the network and energy supply equipment. If you don’t, we or the network operator may be entitled to enter your premises to trim or remove any tree or vegetation threatening the network or energy supply equipment.

The rights and obligations relating to keeping lines clear are set out in the Electricity (Hazards from Trees) Regulations 2003. You can get more information about these regulations from the Ministry of Business Innovation and Employment, your local authority or your network operator. You agree to comply with these regulations or any replacement of them.

## Energy supply equipment

### Installing and altering energy supply equipment

We, the network operator or the meter owner may install, maintain, alter or replace energy supply equipment on your premises.

You must pay all costs relating to installing, altering, repairing and/ or maintaining any energy supply equipment for your premises. However, you are not responsible for installation costs where we decide to replace the energy supply equipment if the existing energy supply equipment is suitable for your electricity use and pricing plan.

If you don’t own your premises (for example, you’re renting or leasing), you must obtain the owner’s or landlord’s permission before we can install, modify, remove or replace any part of the energy supply equipment on the premises. If you do not obtain permission, you must indemnify us against any claims the property owner or landlord may make against us.

### Energy supply equipment standards and alterations

You are responsible for making sure all energy supply equipment and alterations to that equipment (other than the metering equipment) on your premises meet all legal and industry standards and network connection requirements. Where we consider that any such energy supply equipment does not meet all legal and/or network connection requirements, we may arrange for a third party to undertake any work necessary to remedy any non- compliance. This would be done at your cost.

You need to give us at least 5 business days’ notice if you plan to do any work on your premises that may affect the energy supply equipment or need it to be relocated or replaced.

If you need advice relating to your energy supply equipment, we may need to arrange a visit and may charge you for the cost of this visit.

### Location of energy supply equipment

You must provide us with a safe, secure and accessible location (including reasonable protection against interference and damage) for the energy supply equipment (including the energy supply equipment of the network operator) on your premises at no cost to us. This may include digging trenches and building structures on your premises. You may also need to provide and maintain, with easy access, a meter board on which we can install the required metering equipment. If the location is not secure, safe and accessible, we may require you to provide a more suitable location and/or meet the cost of relocating the energy supply equipment.

### Protecting the energy supply equipment

You must not interfere with the network and other energy supply equipment, and you agree to protect all parts of the network supplying your premises and all other energy supply equipment against interference, damage, loss, destruction or seizure.

You must notify us immediately if any part of the energy supply equipment on your premises is damaged, faulty, operating inaccurately (in the case of metering equipment) or otherwise appears unsafe. We may suspend your energy supply if necessary and carry out or arrange repair or maintenance work. We may recover from you the cost of repairing or replacing any damaged energy supply equipment where you could have reasonably prevented the damage. We will let you know the cost of repairing or replacing the network or metering equipment before carrying out the work.

You will be responsible for any damage to the network or metering equipment arising from your or your agent's or invitee's negligence, willful act or omission or through your failure to provide such protection. This responsibility continues for up to 6 months after you stop being our customer.

### Changes in energy use

The equipment used to supply energy to you has limited capacity. You must inform us if you expect to substantially increase the amount of energy you use (for example, if you are installing a spa pool, kiln or other equipment that uses a significant amount of energy). Please ask your electrician or gasfitter to identify whether your proposed increase in usage will exceed the current capacity of your energy supply equipment. If it does, you will need to arrange for an upgrade with us or the network operator.

You also must also let us know if you expect to substantially decrease the amount of energy you use.

### Ownership and title

You must not allow energy supply equipment that you do not own (for example, meters) to:

- become a fixture or fitting of your premises;
- be moved or removed without our consent;
- be encumbered or used as security in any way; or
- have any lien created over it.

You agree that the network, including any part of the network situated on your premises, is and will remain the sole property of the network operator.

# Interruption to your energy supply

## Circumstances where your energy supply may be interrupted

Circumstances or events beyond our control may cause your energy supply to be interrupted from time to time. Such events include those outlined in the Force majeure section and also:

- a failure or constraint on the network or upstream transmission system;
- an unforeseen transmission event; or
- a metering equipment failure.

We or the network operator may need to interrupt your supply to inspect, maintain, repair, upgrade or test equipment or for safety reasons and, in urgent unforeseeable circumstances, without notice.

If we give urgent notice to certain business consumers to cease taking electricity and you are one of these consumers, you must comply with our instruction as soon as reasonably practicable. We will not be liable for any costs you may incur as a result of interruptions to supply.

## Notice of planned interruption to your energy supply

Unless otherwise agreed, we or the network operator will notify you in advance of any planned interruption to your energy supply by giving at least 4 business days' notice.

## Information about energy supply interruptions

Please call the number shown on your invoice to report or get more information about a supply interruption. This information will also be published on our website. In most cases you will need to go to the network website to obtain details relating to unplanned outages.

If there is an interruption in supply, you must treat your electricity or gas installation as live, as it may resume without notice. You will need to disconnect or switch off any electrical or gas equipment that could create a hazard before your energy supply is restored. We or the network operator will resume the supply of your energy and services as soon as practicable.

## Controlling electricity supply to some of your equipment

We or the network operator may temporarily suspend electricity supply to some of your equipment where you are on a pricing plan that allows us to do so. A common example is a plan that allows us to control supply to your electric hot water cylinder. For the purposes of these terms, such a pricing plan is referred to as a controlled load pricing plan/option.

Where you are on a controlled load pricing plan and we have a contract with the network operator to transport electricity to your premises, you must transfer the rights to your controllable load to us. If our pricing plan reflects the network operator's corresponding controlled load pricing option, the right to control your load will be automatically assigned to the network operator for system security and network management purposes (for example, managing transmission grid or network security or optimising network costs). We retain the right to control your load for energy market participation purposes (for example, managing the cost of purchasing electricity on the wholesale market).

We may also assign our right to another party, or you have an agreement with the network operator to transport electricity to your premises, you must transfer the rights to your controllable load to the network operator for system security and network management purposes.

Again, we retain the right to control your load for energy market participation purposes. We may also assign our right to another party.

We will seek to exercise our rights in relation to controlled load without compromising the minimum service levels agreed with you, except for emergency circumstances, when the controlled period may exceed the service level.

If you enter into an arrangement to manage your controllable load with a party other than the network operator or us, then you must ensure that party has agreed a protocol with the network operator for the use of the load (including co-ordination of its disconnection or reconnection), and that they make the load available to the network operator for it to manage network security. You also need to ensure that the party managing your load does not interfere with or damage the network operator's or our load control systems, and that you promptly fix any damage caused by that party at your own cost. You cannot let a third party manage your controllable load if we or the network operator already have the right to manage that same load.

## Defined terms

What some of the words used in these terms and conditions mean:

- 'business day' means any day not including a Saturday or Sunday or any public holiday.
- 'deadlock' means where a complaint made to us that has taken longer than 20 business days to resolve and we have not advised you in writing that there is a good reason for this, and what that reason is, or a complaint that is with us has taken longer than 40 business days to resolve, or Utilities Disputes is satisfied that:
  - we have made it clear that we do not intend to do anything about the complaint;
  - you (as the complainant) would suffer unreasonable harm from waiting any longer; or
  - it would be otherwise unjust to wait any longer.
- 'energy' means electricity and/or natural gas and/or reticulated LPG.
- 'energy supply equipment' means the service mains, pipes, poles, wires, fittings, metering equipment, meter box, meter board, switchboard, sub or fuse board or other wiring or piping and any other assets relating to the supply or use of energy.
- 'medically dependent consumer' means a person who needs mains 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 the loss of life or serious harm.
- 'meter owner' means an entity that owns and/or is responsible for installing, maintaining and repairing the metering equipment located at your premises.
- 'metering equipment' means any meter or associated equipment (including software) used to measure and/or provide information about your energy usage and to regulate and/or control the supply of energy to your premises.
- 'network' means the energy supply equipment owned by the network operator that is used to transport energy to points of supply.
- 'network operator' means an entity that provides the distribution and/or transmission services to your premises.

- 'point of supply' means the point at which the responsibility for energy supply equipment transfers to you.
- 'premises' and 'address' mean the property (including any building) where we agree to supply energy to you.
- 'pricing plan' means the relevant pricing plan(s) for energy and services that applies to you, as published or advised by us. This may change from time to time.
- 'sensitive appliances' means electrical equipment that contains electronic circuitry or control systems. Major household appliances that fall into this category include such things as
- televisions, cordless telephones, microwaves, stereos, computers, radios, washing machines and dryers, fridges, freezers, videos, DVD players and dishwashers.
- 'services' means the supply of energy and contracting with the network operator for the supply of distribution and/or transmission services to your premises.
- contracting with the meter owner to provide metering services at your premises, and/or
- providing other goods and services that may be included in our pricing plans or provided under any additional terms and conditions of which we have notified you or otherwise agreed with you.
- 'smart meter' means a meter that communicates remotely with us.
- 'we', 'us' and 'our' refer to Telnet Energy Limited and any subsidiary company, and includes their officers, employees, contractors, agents, successors and assignees. In the Access and Network and other requirements sections, it also includes any party who owns energy supply equipment on your premises, including network operators and meter owners.
- 'you' and 'your' refer to you, our customer.

Headings are for reference only and do not affect the interpretation of these terms and conditions. If any clause of these terms and conditions is ruled invalid in court, it will not affect the rest of our agreement with you, and all other terms and conditions will remain in full force and effect.

## Contact us:

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

Phone: 0800001919

Post: P.O. Box 12996, Penrose, Auckland

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

## Privacy Policy

We understand that your privacy is important to you. You will need to give us some personal information so that we can supply energy to you (if you are a customer) and provide some of the features available on our website. It's important this personal information, and any other information you give us, is correct and you let us know if there's any change to it. If you don't supply us with this information, we may not be able to supply energy to you.

By registering for our energy services, you confirm that you're the account holder or are authorised by the account holder, to access the accounts for which you have registered, or for any accounts that you add to your account profile in the future.

We'll keep your personal information secure and it'll be held by us in our customer database in accordance with the Privacy Act 1993 and as set out in our terms and conditions above. However, we may release your personal information to any network operator that we work with to supply energy to you, if they request it. Otherwise we'll only release your personal information and collect other information about you if you authorise us to do this, if we're legally required to, or to enable us to:

- carry out credit checks or otherwise assess your creditworthiness; or
- advise you of any products or services which we consider may be of interest to you; or
- conduct, or contact you for the purpose of market research; or
- collect debts; or
- implement any scheme for the payment of rebates to customers; or
- provide you with any services you have requested; or
- share credit information and your payment history with other energy supply companies, either directly, indirectly or through credit agencies, for the purpose of those companies carrying out credit reference checks in relation to the supply of energy or related services to you.

If you want to know what information is held about you, please contact us. It's freely available to you. You're entitled to ask for any personal information to be corrected. We may conduct customer surveys on the website to collect statistics for marketing and research purposes. You can choose not to participate in these surveys. Our website may contain links to other sites. We're not responsible for the privacy practices of other sites.

## Cookies

We may use 'cookies' to provide a secure, personalised experience on our website. If cookies are used these will never contain or store any information about the user – they'll simply be used as an identifier.

## Security policy

We're committed to making our website and databases secure. We've established electronic and physical processes to protect the information you give to us.

## Security technology

Wherever we require you to submit personal details, your information will be protected by security technology.

Security technology changes very quickly so we evaluate our security systems and processes regularly to make sure that when you use the secure areas of our website, we provide you with the highest level of protection.

All information you submit to us is sent to our secure internal servers for processing. We've put the following security measures in place to protect your information:

- a firewall (a barrier that stops unauthorised access) to protect our internal computer systems
- system monitoring and audit trails to identify any unusual activity
- housing internal computer systems in a secure location to provide additional protection against unauthorised access
- regular training of our customer service staff on privacy and security matters
- requiring staff to use secure, unique User IDs and passwords.

## Email

While we have a variety of security measures in place, it's important to remember email is not secure. We cannot guarantee the privacy or confidentiality of any information that's sent over the Internet by



email. In accessing and using the Telnet Energy website, you accept that electronic mail passing over the Internet may not be free from interception or interference by third parties.

## Disclaimer

Your access to and use of our website and the information provided on it is subject to the following important terms and conditions. By accessing and using our website, you agree to these terms and conditions.

While we have been careful to ensure that the content of our website is accurate, Telnet Energy Ltd gives no warranty (express or implied) as to the accuracy, completeness or non-infringement of that content. To the maximum extent permitted by law, Telnet excludes all liability or responsibility to any persons for direct or indirect loss or damage that may result from the use of this website or from the use of or reliance on any information, advice, opinion, representation, negligent or otherwise, provided on or made available through our website.

We may change our website and the information on it at any time. The website may not be continuously available or error free.

The laws of New Zealand govern our website and your use of it. Any rights you may have under the Consumer Guarantees Act 1993 are not affected by these terms and conditions.

## Links and third parties

The sites linked to our website by hyperlinks are not under our control. Telnet Energy Ltd is not responsible for, and makes no representations or warranties concerning, any linked sites. The inclusion on our website of any links to other sites does not imply that Telnet Energy Ltd endorses or has verified the content of that linked site.

Any dealings you have with third parties via our website are your responsibility. Should a dispute arise between yourself and any third party due to use of the website, we may assist you to resolve the dispute but will not be responsible for any loss or damage suffered as a result.

If you have any questions about this website or these terms and conditions please feel free to contact us.