



## Genesis Energy – Electricity Monitoring Pilot Agreement

### About the Pilot

1. You agree to participate in Genesis Energy’s Electricity Monitoring Pilot (“**Pilot**”).
2. The objective of the Pilot is for Genesis Energy to better understand its customer’s energy usage profile and to develop a product that allows customers to track their electricity usage using the Device and the Online Services. The Device will be installed at the Pilot participant’s primary residence for the term of the Pilot.
3. Subject to your acceptance of these Genesis Energy – Electricity Monitoring Pilot Agreement Terms and Conditions, and the Genesis Energy – Electricity Monitoring Terms and Conditions (which are attached as a Schedule to these terms) the Pilot will commence on the 31st of July 2018 and finish on the 31<sup>st</sup> of December 2020 unless terminated earlier in accordance with these terms or extended with the agreement of both parties (“**Term**”).
4. In these Terms:
  - (a) references to “you” and “your” means you, the Genesis Energy account holder and references to “Genesis Energy”, “we”, “us” and “our” means Genesis Energy Limited.
  - (b) Capitalised terms have the meaning assigned to those terms in the Genesis Energy – Electricity Monitoring terms and conditions (set out as a Schedule to these terms), unless context requires otherwise.
5. Where there is any inconsistency between the terms and conditions of these Genesis Energy – Electricity Monitoring Pilot Agreement Terms and Conditions and the Genesis Energy – Monitoring Terms and Conditions, the Genesis Energy – Electricity Monitoring Pilot Agreement Terms and Conditions shall prevail.

### What we will supply

6. As part of the Pilot, Genesis Energy will provide to you the Device and access to the Online Service for an upfront Setup Fee of \$99. Your Setup Fee will be payable in accordance with the Genesis Energy – Monitoring Terms and Conditions.
7. Genesis Energy will arrange for the Device unit to be installed at the agreed Pilot property. You must ensure that the Genesis Energy nominated installer can access the Pilot property on the arranged date for installation and either you, or an authorised adult, will need to be present during the installation.

### What you must do during the Pilot

8. During the Pilot, you must:
  - (a) allow Genesis Energy to monitor usage of your electricity;
  - (b) keep your mains power on;
  - (c) keep the Device connected to your Wifi network;
  - (d) not tamper with the Device;
  - (e) provide feedback on the Device and the Online Service offered by Genesis Energy (“**Feedback**”) to Genesis Energy within a reasonable time if requested;
  - (f) allow Genesis Energy reasonable access to the Device on your property during the Pilot Term for the purpose of inspection or other reasons associated with the Pilot;
  - (g) remain an electricity customer of Genesis Energy at your current address and continue to comply with Genesis Energy’s Standard Terms and Conditions;



- (h) provide Genesis Energy with current contact information including email address and mobile phone number that Genesis Energy can use to contact you, send you the usage data and communicate with you generally about the Pilot without an unsubscribe facility;
- (i) comply with any additional terms and conditions notified to you by Genesis Energy in relation to the Pilot.

A breach of this clause 8 will entitle Genesis Energy to immediately terminate this Pilot Agreement.

#### **What if we want to stop the Pilot**

- 9. Genesis Energy may terminate the Pilot and this Pilot Agreement immediately by contacting you.

#### **What if you want to stop the Pilot**

- 10. You may terminate your participation in the Pilot at any time. If you wish to terminate your participation in the Pilot, you may do so by contacting us at [electricity.monitoring@genesisenergy.co.nz](mailto:electricity.monitoring@genesisenergy.co.nz) and we will terminate the Online Service.

#### **What happens at the end of the Pilot**

- 11. Genesis Energy will contact you at the end of the Pilot period with options on how to proceed. These could include but are not limited to; remove the device at no cost to you, continue with Electricity Monitoring at the pricing available at the time, or any other offer at the time.

#### **General terms**

- 12. The Genesis Energy Standard Terms and Conditions and Genesis Energy – Electricity Monitoring Terms and Conditions will apply during the Term of the Pilot and, other than as set out in this Pilot Agreement, you must continue to pay for your services in accordance with the standard terms and conditions.
- 13. Except where disclosure to third parties is necessary by law or to give effect to this Pilot Agreement you must keep all details and discussions relating to this Pilot Agreement and the Pilot strictly confidential both during the Pilot and after the expiry or termination of the Pilot.
- 14. The ownership in all intellectual property and data collected and/or created in connection with or as a result of the Pilot, including but not limited to details of your electricity usage data and the Feedback, will belong to Genesis Energy.
- 15. You acknowledge that Genesis Energy:
  - (a) may use your data collected during the Pilot and any Feedback you give for promotional purposes, subject to keeping your identity and your street number and street name private unless it has obtained your prior written approval;

other than your right to access Personal Information in accordance with Genesis Energy's Privacy Policy, Genesis Energy has no obligation to share any data collected during the Pilot with you.

#### **Fly Buys bonus points offer terms**

- 16. To be eligible for the 500 Fly Buys bonus points offer you must:
  - (a) sign up to the Pilot between midnight 12 November 2018 and midnight 31 December 2018;
  - (b) have the Device installed and activated successfully; and
  - (c) have your Fly Buys account linked to your Genesis Energy account  
(together, the "Fly Buys Eligibility Criteria")
- 17. Fly Buys bonus points will be added to your Fly Buys account no later than 28 February 2019 provided all Fly Buys Eligibility Criteria are met.
- 18. The offer is not transferable, refundable nor redeemable for cash.



19. Fly Buys terms and conditions apply (these can be found here: <https://www.genesisenergy.co.nz/flybuys-standard-terms>). Genesis Energy does not guarantee the collection rates or the redemption of points or that certain products or services will be offered by Fly Buys.



## Schedule

### GENESIS ENERGY ELECTRICITY MONITORING - TERMS AND CONDITIONS

#### 1. TERMS AND CONDITIONS

1.1 These terms and conditions ("**Terms**") apply in relation to the installation of an electricity monitoring device provided by Genesis Energy ("**Device**") and your use of the online monitoring portal ("**Online Service**").

1.2 In these Terms, references to "you" and "your" means you, the Genesis Energy account holder and references to "Genesis Energy", "we", "us" and "our" means Genesis Energy Limited.

#### 2. ELIGIBILITY

2.1 You acknowledge and confirm that:

- (a) you are the legal owner of the residential property in which the Device will be installed ("**Property**");
- (b) you live in the Property, or have the occupants consent to install the Device and use the Online Services;
- (c) you are a Genesis Energy electricity customer with an active Energy IQ account; and
- (d) there is no one at the property who is dependent on mains electricity for medical support.

(together, the "**Eligibility Criteria**").

2.2 It is a fundamental term that, at the time you apply for a Device until the Device has been installed, you satisfy the Eligibility Criteria. If Genesis Energy has accepted your application for a Device but it is subsequently found that you do not meet the Eligibility Criteria ("**Non-Eligibility Event**"), Genesis Energy may cancel the installation of the Device and clause 12.4 shall apply.

#### 3. FEES AND CHARGES

3.1 At the time you apply for a Device, Genesis Energy will notify you of the upfront setup fee (if any) for setting you up to use the Online Services ("**Setup Fee**") and the subscription fee (if any) for use of the Online Service ("**Subscription Fee**") which will be payable in accordance with clause 3.2.

3.2 The Setup Fee and Subscription Fee will be shown on your Genesis Energy electricity or gas bill ("**Genesis Energy Bill**"). You agree to

pay the Setup Fee (if any) and the Subscription Fee (if any) on each due date specified in your Genesis Energy electricity or gas bill.

3.3 Neither the Setup Fee or Subscription Fee are subject to any prompt payment discount or any other discount.

3.4 Genesis Energy reserves the right to change the Setup Fee and/or Subscription Fee at any time by providing you with 28 days' written notice. You are entitled to terminate this agreement by providing Genesis written notice prior to any change taking effect if you do not agree with the changes.

3.5 Genesis Energy will combine your invoice for the Subscription Fee with your Genesis Energy Bill.

3.6 Genesis Energy reserves the right to determine the priority of payments and any part payment of a Genesis Energy Bill will be prioritised toward your energy portion of the bill in the first instance and the balance will be applied toward the Setup Fee and/or Subscription Fee. Should any part payment not be sufficient to cover both the energy portion and the Setup Fee and/or Subscription Fee, the Setup Fee and/or Subscription Fee will be deemed unpaid.

#### 4. RETURNS

4.1 You may return the Device and cancel this agreement before the Device is installed provided that:

- (a) the Device is in its original packaging;
- (b) the Device is in new, unused condition; and
- (c) you follow the returns procedure on our website (available at <https://www.genesisenergy.co.nz/electricity-monitoring-returns>).

4.2 Provided the criteria in clause 4.1 are satisfied, Genesis Energy will credit any Setup Fee you have paid and this Agreement will be terminated automatically.



## 5. INSTALLATION

- 5.1 Installation of the Device must be carried out by Genesis Energy's appointed installer, Vircom Energy Management Limited ("Installer").
- 5.2 Your Device must only be installed by the Installer.
- 5.3 When you receive the Device you will need to contact the Installer using the contact details provided with the Device to arrange a suitable time for Device to be installed at your Property (which, for the avoidance of doubt, shall include the install, testing, inspection and livening of the Device, but shall not include any incidental works or services that may be required to install the Device at your Property) ("Installation").
- 5.4 If you have not contacted the Installer within a reasonable time after receiving the Device, the Installer may contact you to arrange a suitable time for Installation.
- 5.5 You (or an authorised adult) must:
  - (a) ensure that the Installer can gain entry to the Property to carry out Installation; and
  - (b) be present at the Property at all times during Installation or if the Installer is performing any incidental work that may be required to install the Device at your Property.
- 5.6 Where the Installer attends the Property at an arranged time and is not able to gain entry for any reason or you are not present, installation will be cancelled and:
  - (a) you will be required to contact the Installer to arrange another time for Installation; and
  - (b) subject to clause 12.3, Genesis may charge you a fee for the rescheduled Installation which shall be notified to you at the time you reschedule the Installation.
- 5.7 If the Installer determines (at its sole discretion) that any incidental work is required to install the Device at your Property and this work gives rise to unexpected costs, it will give you the opportunity to pay such costs. If you elect not to pay such costs the Device will not be installed at the Property and clause 12.4 will apply.
- 5.8 If the Installer deems your property to be unsuitable for Installation because of a Non-Eligibility Event the Device will not be

installed at your Property and clause 12.4 will apply.

- 5.9 During Installation, you will need to provide access to your wireless network ("WiFi") to connect the Device to the internet. The Device will need to remain connected to the WiFi for the Online Service to report correctly. If access to your WiFi is lost for any reason including change of router and/or password or for any other reason, you may be required to reconnect the Device following the instructions accompanying the Device or by notifying us by emailing [electricity.monitoring@genesisenergy.co.nz](mailto:electricity.monitoring@genesisenergy.co.nz)
- 5.10 Moving, changing or altering in any way the Current Transformer Clamps ("Clamps") must be carried out by an Installer and you are required to notify Genesis Energy by email at [electricity.monitoring@genesisenergy.co.nz](mailto:electricity.monitoring@genesisenergy.co.nz).
- 5.11 During the term of this Agreement you must not modify the Device in any way, or use the Device for any purpose other than viewing the Online Service.

## 6. REMOVAL OR UNINSTALLATION OF THE DEVICE

- 6.1 Your device may only be uninstalled by a New Zealand licensed electrician. You may arrange for your Device to be uninstalled at any time. Should you uninstall your Device, this Agreement will be terminated and clause 16.4 will apply.

## 7. RISK AND TITLE

- 7.1 Risk in and title to the Device passes to you on delivery to the Property. This means that you will be responsible for the Device on and from the time of delivery. However the guarantees and rights available to you under the Consumer Guarantees Act 1993 will apply.

## 8. WHAT HAPPENS WHEN I MOVE HOUSE OR CHANGE ENERGY PROVIDERS?

- 8.1 You must immediately notify us in writing by emailing [electricity.monitoring@genesisenergy.co.nz](mailto:electricity.monitoring@genesisenergy.co.nz) if you are moving house or otherwise stop living at the Property. You will be asked to provide us with the date that you are moving house and with effect from that date:
  - (a) the Device will be deactivated; and



- (b) this agreement will automatically terminate and clause 16.4 will apply.
- 8.2 For the avoidance of doubt this applies whether you remain an owner of the property or not.
- 8.3 If you switch energy providers you must notify us in writing by emailing [electricity.monitoring@genesisenergy.co.nz](mailto:electricity.monitoring@genesisenergy.co.nz). If Genesis Energy does not exercise its right of termination under clause 16.3(a), you will continue to receive a Genesis Energy Bill for the Subscription Fee until you terminate this agreement in accordance with clause 16.1.

## 9. ONLINE SERVICE

- 9.1 To use the Online Service you must have a compatible mobile device and download the Genesis Electricity Monitoring app from either the App Store® (for Apple® devices) or the Google Play Store (for Android™ mobile devices).
- 9.2 When you download the Genesis Electricity Monitoring app you will be required to acknowledge and agree to the Genesis Online Service Terms and Conditions (available at <https://www.genesisenergy.co.nz/terms-and-conditions/online-services-terms-and-conditions>). To the extent that there is any conflict between the Genesis Online Service Terms and Conditions and this agreement, this agreement will prevail.
- 9.3 Once you have downloaded the Genesis Electricity Monitoring app you will need to register and log in to use the Online Service. You agree that you are responsible for:
  - (a) protecting any user name, email address and/or password you use to access the Online Services;
  - (b) ensuring nobody other than you, or people authorised by you, accesses or uses the Online Services;
  - (c) ensuring you only access the Online Services from secure mobile devices using appropriate security software;
  - (d) considering the security of your information when accessing the Online Services from a public or shared computer, device or Wi-Fi network (we recommend logging out after accessing your information in this case);
  - (e) any unauthorised access from your computer or mobile device.

## 10. STOPPING OR CANCELLING THE ONLINE SERVICE

- 10.1 You may stop the Online Service at anytime by contacting us at [electricity.monitoring@genesisenergy.co.nz](mailto:electricity.monitoring@genesisenergy.co.nz). Should you stop the Online Service, this Agreement will be terminated and clause 16.4 will apply.

## 11. WHAT IF YOU DON'T PAY

- 11.1 If you do not pay the Subscription Fee (if any) on your Genesis Energy Bill, in full by the due date we may suspend your use of the Online Service and/or terminate this agreement pursuant to clause 16.3(b).
- 11.2 You will be liable for any costs incurred in collecting overdue money owing to Genesis Energy by you (including bank fees, credit agency fees and legal and court costs) or in exercising Genesis Energy's other legal rights as a result of a breach of this agreement by you.

## 12. STOPPING OR CANCELLING INSTALLATION

- 12.1 Without limiting clauses 2.2, 5.6, 5.7 and 5.8 Genesis Energy reserves the right to stop the Installation for any reason including where Genesis Energy considers it uneconomic or unsafe to do so. Genesis Energy may exercise this right at any time.
- 12.2 If:
  - (a) you decide to stop or cancel the Installation as a result of Genesis Energy's breach of this agreement; or
  - (b) Genesis Energy decides to stop or cancel the Installation otherwise than as set out in clauses 2.2, 5.6, 5.7 and 5.8,Genesis Energy will refund the Setup Fee in full and this agreement will automatically be terminated.
- 12.3 In addition to your rights set out in clause 12.2(a) you may decide to stop or cancel the Installation by notifying the Installer at any time up to 48 hours prior to the scheduled installation at your Property without incurring any rescheduled Installation fees.
- 12.4 If Installation is stopped or cancelled pursuant to clauses 2.2, 5.6, 5.7 or 5.8:
  - (a) Genesis Energy may retain the Setup Fee (if any);



- (b) Genesis Energy may require that you return the Device following the returns procedure on our website (available at <https://www.genesisenergy.co.nz/electricity-monitoring-returns>) or make the Device available for collection by Genesis Energy or any courier arranged by Genesis Energy or the device may be removed by the Installer;
- (c) you agree to indemnify Genesis Energy for any direct costs incurred by Genesis arising directly out of cancellation of the Installation; and
- (d) this agreement will be automatically terminated.

### 13. HOW GENESIS ENERGY WILL USE YOUR INFORMATION

- 13.1 Genesis Energy may ask you to provide it with some personal information which it may use for a number of purposes, including Installation, confirming your identity, credit checks, debt collection or any other check or investigation in connection with the Eligibility Criteria. In addition, Genesis Energy will collect information transmitted by the Device in relation to your energy consumption at the Property.
- 13.2 You authorise Genesis Energy to:
  - (a) contact and/or provide information to third parties in order to confirm your identity;
  - (b) provide your personal information to the Installer for the purpose of carrying out the Installation;
  - (c) request information from other relevant third parties, as required under Genesis Energy's standard eligibility and credit criteria;
  - (d) analyse and collate the data collected via the Device for the purpose of providing the Online Service and Genesis Energy's services to you;
  - (e) use non-identifiable data collected via the Device for the purpose of aggregation and sharing of anonymised data with customers using the Online Service.
- 13.3 Any personal information you give or is lawfully received by Genesis Energy from third parties is strictly confidential and will be

kept secure and held in accordance with our Privacy Policy (available at <https://genesisenergy.co.nz/privacy-policy>) and the Privacy Act 1993.

### 14. LIABILITY

- 14.1 You have rights and protections under the Consumer Guarantees Act 1993 and Fair Trading Act 1986 that are not affected by Genesis Energy's limitations of liability contained in this agreement.
- 14.2 Except as provided in clause 14.1, Genesis Energy will not be liable to you (in contract, tort (including negligence) or otherwise) for any loss or damage you may suffer unless, and to the extent that, that loss or damage is direct loss of or damage to your physical property and it occurs due to:
  - (a) our breach of this agreement; or
  - (b) our negligence;and the loss or damage is:
  - (c) reasonably foreseeable and is directly caused by our breach or our negligence; and
  - (d) is not caused by something beyond our control.
- 14.3 Genesis Energy will only be liable for physical damage to your property pursuant to clause 14.2, where such damage arises within a period of 24 months from the date your Device is installed and provided that in any event the maximum aggregate amount Genesis Energy will pay as compensation for your loss is \$1,000,000NZD for any incident.
- 14.4 Subject to clauses 14.1 if Genesis is liable to you for any damage, except as set out in clause 14.3, and provided that such loss arises during the term of this agreement, the maximum aggregate amount Genesis Energy will pay as compensation for your loss is \$20,000NZD.
- 14.5 Genesis Energy's limitations of liability extend to its contractors for the purposes of the Contracts (Privity) Act 1982.

### 15. FORCE MAJEURE

- 15.1 Genesis Energy is not liable for any failure to perform or for any delay in performing its obligations under this agreement if that failure or delay is due to an event which is



beyond its control and which prevents Genesis Energy from doing the things it would normally do. Genesis Energy will perform its obligations under this agreement as soon as it is reasonably practicable to do so.

- 15.2 An event or cause beyond our control includes, but is not limited to: acts of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, earthquake, fire, lightning, storm, flood or other similar event, traffic accidents, problems arising because of health and safety hazards at the Property, and other things which Genesis Energy does not have control over.

## 16. TERMINATION

- 16.1 You may terminate this agreement at any time by giving at least 10 business days' written notice to Genesis Energy.
- 16.2 Genesis Energy may terminate this agreement at any time by giving at least 10 business days' written notice to you.
- 16.3 Genesis Energy may terminate this agreement with immediate effect by giving written notice to you if:
- (a) you cancel your energy supply contract with Genesis Energy for any reason;
  - (b) you fail to pay any amount owing under this agreement by the due date for such payment;
  - (c) you breach, or fail properly or promptly to perform, any of your obligations under this agreement and fail to remedy the breach or non-performance within 10 business days after receiving written notice from Genesis Energy;
  - (d) Genesis Energy is concerned at any time (on reasonable grounds) about your ability to pay your debts as they fall due.
- 16.4 Following termination of this agreement:
- (a) Genesis Energy will deactivate the Online Service and the Device will stop transmitting data; and
  - (b) You can request Genesis Energy to uninstall the Device from your

Property and where any fee is applicable, Genesis Energy will notify you of such fee prior to arranging for the Device to be uninstalled;