



## Genesis Energy Standard Terms & Conditions

Genesis Energy terms and conditions effective from 10 April 2018.

### 1. Introduction

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These are the terms of **your** relationship with **Genesis Energy**. In remaining, or becoming, a **Genesis Energy** customer, **you** and **Genesis Energy** agree to these terms and conditions and our [Privacy Policy](#), unless agreed otherwise in writing.

These terms and conditions are a legally binding document between **you** and **us** .

These terms and conditions are effective from 10 April 2018. However, if **you** are an existing **Genesis Energy** customer on 10 April 2018, these terms and conditions will apply to **you** from 10 April 2018, unless **you** are on a fixed term contract, and then these terms and conditions will apply to **you** from 10 May 2018. These terms and conditions replace any previous agreement(s) **we** have with **you**.

These terms and conditions apply to both electricity and reticulated natural gas and LPG supplied to **you** by **us**. Separate terms and conditions apply to the supply of bottled LPG and prepay electricity.

Where **we** have used words in bold in these terms and conditions, they have a special meaning and are defined at the end of these terms and conditions.

If **you** wish to contact us, please:

- write to **us** at:

**Genesis Energy**  
Private Bag 3131  
Waikato Mail Centre  
Hamilton 3240

- Or fax **us** on 0800 110 999
- Or email **us** at [info@genesisenergy.co.nz](mailto:info@genesisenergy.co.nz)
- or call **our** Customer Excellence Team on:

0800 300 400 if **you** are a residential customer; or

0800 600 900 if **you** are a business customer.

We will try to respond to any written enquiries as soon as reasonably possible.

Depending on levels of customer enquiries at the time **we** receive **your** enquiry, **we** expect to respond to **your** enquiry within two business days.



## 2. How do you become a Genesis Energy Customer?

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### 2.1 To apply to become a customer **you** can:

- complete the online sign up on **our** website; or
- email **us** at the email address set out above; or
- call **us** on the relevant number set out above; or
- fax **us** on the number set out above.

We will respond to **your** application within 2 business days from receipt of **your** application if **we** require further information from **you** or **your** application to join has been declined.

2.2 An agreement between **you** and **us** is formed on these terms and conditions when in **our** sole discretion **we** accept **your** application to join **us** and the agreement will apply from the date on which **you** first use **energy** supplied by us, and **you** will be liable to pay **our** charges from that date. **We** may require **you** to provide evidence of when **you** first use **energy** supplied by **us** through a certificate of title or tenancy agreement. Where **you** apply to join **us** before using **energy** supplied by us, we will endeavor to commence the supply of **energy** to **you** as soon as possible following **our** acceptance of **your** application.

If **you** have moved to **premises** and started using energy, **you** will still need to call **us** to become a customer. If **you** do not contact **us** to become a customer, **we** will disconnect the **premises**. **We** may also charge **you** a **disconnection** fee, the cost of any **energy** consumed, and any other costs **we** incur as a result of **you** consuming **energy** at the **premises** as specified in **our price list**.

### 2.3 What information do **we** need from **you** ?

To become a customer **you** will need to provide **us** with some personal information. **We** may use this information for a number of purposes as set out in **our** Privacy Policy. **You** can view **our** Privacy Policy [here](#).

We may also request information (including credit information) from relevant third parties such as credit reference agencies and other **energy** retailers prior to **you** becoming a **Genesis Energy** customer and at any point while **you** are a **Genesis Energy** customer, as part of **our** credit criteria.

If any of **your** personal information changes (including **your** contact details) please tell us, and **we** will update **your** account information.

### 2.4 What do **we** do with **your** personal information?

Any personal information **you** give **us** is strictly confidential and will be kept secure and held by **us** in accordance with the Privacy Act 1993. **You** can view **our** privacy policy [here](#). That policy outlines how **we** deal with **your** personal information. **You** can access **your** personal information held by **us** on request and correct it if it is wrong.

### 2.5 Can more than one person be a customer?



If more than one person is the customer at any **premises**, these terms will apply to each of **you** jointly and severally. This means that each of **you** may individually be responsible for paying **our** entire invoice, and that everyone who wishes to become a customer will have to contact us.

**You** may nominate a person as an account authority to make decisions for **you** under these terms. However, **you** are still responsible as a customer for payment of **your** account and for any costs associated with decisions made by the account authority.

## 2.6 What if **you** have unpaid invoices?

As a customer **you** will be responsible for paying all fees and charges and for making sure the requirements of this agreement are met. **We** will give **you** reasonable notice if circumstances arise, or are likely to arise, which will mean that **you** will incur a fee in addition to **your** standard rates for **energy** supplied by us, including for unpaid invoices.

**You** agree that **we** may add any of **your** unpaid invoices with **us** from other **premises** to **your** next invoice for **energy** used at **your new premises**. The amount owing must be paid in accordance with the terms of **your** previous account, unless **we** agree otherwise, but a default in payment of **your** previous account may be treated by **us** as a default under this agreement.

Please note that if **you**, or another person at **your premises**, have any unpaid invoices with us, **we** may refuse to supply **energy** to **your premises** or accept **you** as a customer until that invoice has been paid.

## 3. Is a bond required?

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

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

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

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

- **you** maintaining a satisfactory payment record for at least 12 months; or
- terminating **our** supply of **energy** to **you**,

whichever is earlier.



We will do this by:

- crediting **your** account with **us** ;
- sending **you** a cheque; or
- paying **you** by direct credit to **your** nominated bank account.

If **we** keep **your** bond for longer than one year, **we** will explain why.

#### 4. What if you're moving house?

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##### 4.1 If **you** move house **you** must:

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

If the final **meter** reading provided by **you** does not match **your** rate of consumption **we** may ask for a final **meter** reading to be carried out by an approved **meter** reader, or take a final **meter** reading remotely if an **advanced meter** has been installed, and **we** may adjust **your** final invoice accordingly. If this is the case **we** will endeavour to contact **you** at the phone number **you** have provided **us**. We will only take a reading from the **meter** at **your premises** in circumstances that are consistent with applicable regulations and industry standards.

If **we** agree to supply **energy** to **your** new **premises**, these terms and conditions will apply to **your** new **premises**.

##### 4.2 What if you're moving out but others are staying?

If **you** leave **your premises** (e.g. if **you** move from a flat but **your** flatmates are staying on) and **your** name is on the **energy** account, it's important to tell **us** that **you** are terminating **your** account with **us** , and if necessary make arrangements to transfer it to someone else. If **you** wish to transfer **your** account to someone else at the **premises**, **we** will need to speak to that person(s) and accept them as **our** customer before the account can be transferred. If **you** remain the account holder and **energy** is consumed at the **premises** after **you** leave, **you** will remain liable to us.

##### 4.3 What if **you** have a new connection, an altered connection or a reconnection?

For safety reasons, if **you** have a new or altered gas or electricity connection, or if **your** supply has been disconnected, **we** may require **you** to provide a certificate of compliance or certificate of verification from a certified service provider before **we** can supply **you** with energy. **We** may also request a copy of this certificate at any time.



## 5. Will the supply of energy be continuous?

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5.1 Circumstances or events beyond **our** control (including the events specified in section 17.2 below) may cause supply to be interrupted from time to time. For example, the **network company** may shut down all or part of its **network** or the **meter company** may interrupt supply for maintenance or improving the reliability of supply. The **network** may also be affected by a storm, high winds, third party interference like a car accident or for other reasons. **We** cannot give warning or notice of sudden, unplanned shutdowns or outages. **We** are not required to honour this agreement where circumstances or events that are beyond **our** control prevent **us** from doing the things **we** would normally do. In these circumstances, **we** will carry on honouring **our** obligations as soon as it is reasonably practicable for **us** to do so.

5.2 **Genesis Energy** or the applicable **network company** or **meter company** will give **you** at least 4 working days' notice of any planned shutdowns, unless the shutdown is urgently required for reasons that **we** re not reasonably foreseeable such that 4 working days' notice is not possible. In the event of any urgent shutdown of this nature, **we** will give **you** as much notice of the shutdown as possible.

**You** can call **us** at any time for information about any planned interruption.

5.3 The time that it will take to reconnect **your** supply of **energy** following any shutdown will depend on the **network company** that is responsible for the supply of **energy** to **your premises**, as that **network company** will be the person which reconnects **your** supply.

5.4 **You** can access a list of telephone numbers to contact **us** if **you** need to report a supply interruption, or access information about a supply interruption, by clicking [here](#). Alternatively, **you** can contact **us** at any time on 0800 300 400 and **we** will direct **you** to someone who can help. Information about a supply interruption will be updated regularly in accordance with good industry practice in New Zealand.

If **you** have sensitive equipment or property which may be affected by an interrupted supply, **we** strongly recommend that **you** protect that equipment or property in case of an unplanned shutdown or outage. See also section 22 below on sensitive equipment.

5.5 If **you** have a controlled load pricing option i.e. a price plan that allows **Genesis Energy** to either directly, or via a third party, remotely control the supply of **energy** to some or all equipment in **your premises**, some of **your** electrical appliances (e.g. hot water cylinders and night store heaters) will be switched off or adjusted as agreed from time to time. Controlled load periods will be limited to those set out in **our price list** and **we** will respond to controlled load system faults in accordance with **our** normal practices, after **you** have advised **us** of the problem.

In the event of a local or national **energy** shortage, or in circumstances of extreme wholesale prices, **your energy** supply may be rationed or restricted. **energy** may also be rationed as part of an **energy** industry rationing plan.



## 6. Meters and meter readings

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6.1 **We** will read the **meter(s)** at **your premises** on a regular basis and, as long as **we** have access, **we** plan to read the **meter(s)** at least once every two months, unless **we** both agree otherwise. In addition to these regular **meter** readings, **we** may also read the **meter(s)** at **your premises** for any special or final **meter** reading. The provisions of this agreement relating to metering and the circumstances in which **we** will take a reading from the **meter** at **your premises** will be in accordance with applicable regulations and industry standards.

**You** can provide **us** with additional **meter** readings [here](#) or by calling us.

We can decide whether or not to accept **your** readings. If **we** do not accept **your** readings, **we** may carry out a special **meter reading** within 5 days. If it turns out **your** reading was accurate, **we** will not charge **you** for the cost of **our** special **meter** reading. If **your** reading was inaccurate, **we** may charge **you** for the cost of **our** special **meter** reading.

### 6.2 What if **you** are a new customer?

If **you** are a new customer, **we** will use the previous final **meter reading** at the **premises** as **your** initial **meter** reading, unless **you** read the **meter** before using any **energy** and advise **us** of that **meter reading** within one business day of **you** moving in. If **your meter reading** differs from the previous final **meter reading** at the **premises**, **we** may arrange for the **meter** to be read and **we** will use that reading as **your** initial **meter** reading.

Alternatively, if an **advanced meter** has been installed at **your premises**, **we** may, in **our** discretion, take an initial **meter reading** remotely and any such reading will be conclusive evidence of the initial **meter reading** from the date **you** become **our** customer.

### 6.3 What if the **meter** is faulty?

We may arrange to have the **meter** at **your premises** tested if **we** think it is faulty or if **you** tell **us** that **you** think it is faulty or not reflective of **your** actual consumption.

We will remove the **meter** for testing within 5 business days if **you** ask **us** to.

If **we** test a meter, **we** will inform **you** of the results of the test on request and if:

- it is clear that there is an inherent fault with the **meter** itself, **we** will replace or repair the **meter** at **our**, or the **metering company's**, cost; or
- otherwise, **we** may charge **you our** costs for testing, replacing and/or repairing the meter.

We will inform **you** of any extra charge **you** might incur if **we** do test **your meter** prior to undertaking this work. **We** will also inform **you** prior to taking any action on **your meter** which may impact on **your** invoices or result in an extra charge.

The process set out above for remedying faulty **meters** complies with relevant regulations and industry standards as at the date of these terms.



**Our** obligation to inform **you** under this section 6.3 does not apply where:

- there is a safety issue; or
- **you** have materially breached these terms and conditions.

**You** must notify **us** immediately if **you** become aware that the **meter** or related equipment is tampered with, damaged, defective or looks unsafe.

#### 6.4 What do **we** do with **meter reading information**?

**You** agree that **we** own all **meter reading information**.

To extent that any **meter reading information** constitutes "personal information" for the purposes of the Privacy Act 1993, **we** will ensure that that **meter reading information** is held by **us** in accordance with the Privacy Act 1993 and **our** privacy policy, a copy of which is available on **our** website.

**You** consent to **us** :

- receiving and collecting **meter reading information** in respect of **you** and **your premises**;
- storing **meter reading information** in respect of **you** and **your premises** in a way that is referenced back to **you** individually and/or **your premises**;
- using **meter reading information** in respect of **you** and **your premises** for any other purpose, including, without limitation, for the purposes outlined in section 2.4 and to invoice **you** accurately for **your energy** usage; and
- disclosing **meter reading information** in respect of **you** and **your premises** to third parties.

**You** may not sell, assign or provide any **meter reading information** to any third party without **our** prior written consent, except for the purpose of comparing prices with other **energy** retailers.

#### 6.5 Advanced meters

We may, at any time, replace the **meter** at **your premises** with an **advanced meter** . **You** agree that **you** will not object to **us** , or prevent **us** from, replacing **your meter** with an **advanced meter** .

#### 6.6 What if an **advanced meter** cannot be installed at **your premises**?

If an **advanced meter** cannot be installed at **your premises** because the wiring at **your premises** does not comply with any applicable laws, regulations, codes or standards, or because the **advanced meter** would, when installed, represent a safety hazard or where there is insufficient space on the **meter** board, **we** may require **you** to fix, remedy or repair the wiring or safety hazard, or install a larger **meter** board or otherwise address the lack of space on **your meter** board at **your** cost before an **advanced meter** is installed at **your premises**.

We may also require **you** to provide a certificate of compliance from a certified service provider at **your** cost before the **advanced meter** is installed. **We** may also request a copy of this certificate at any time.



## 6.7 Will there be manual **meter** readings with **advanced meter s**?

If an **advanced meter** has been installed at **your premises**, **we** may still need to read **your meter** manually in some situations (e.g. if the **advanced meter** is faulty, the mains switch is turned off or if there have been failures in the **metering communications network**). If the manual reading is required because **you** have caused a communications fault, **we** may pass on the cost of the manual reading to **you** .

## 6.8 What if I miss an appointment?

If **we** or a **meter company** make an appointment with **you** to install, connect, test, inspect, maintain, repair, replace, alter, service, clean, disconnect or remove any **metering equipment** or other equipment, and **you** miss the agreed appointment, **we** may pass on to **you** any reasonable charges **we** incur as a result of **you** missing the appointment.

## 7. What access do you need to provide?

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### 7.1 **You** must:

- provide to us, the **meter company**, the **network company** and/or other third parties who own **energy** supply equipment on **your premises**, safe and unobstructed access to **metering equipment**, and any equipment of the **network company** or any other person on **your premises** between 8.00am and 7.00pm, Monday to Sunday, excluding public holidays;
- provide to us, the **meter company**, the **network company** and/or other third parties who own **energy** supply equipment on **your premises**, immediate access to **your premises** at any time for safety reasons or to prevent serious damage to property or the environment;
- allow us, the **meter company**, the **network company** and/or other third parties who own **energy** supply equipment on **your premises**, access for installation, connection, testing, inspection, maintenance, repair, replacement, alteration, servicing, cleaning, **disconnection** or removal of any equipment owned by **us** and/or a **meter company** and/or a **network company** and/or other third parties including removal of any equipment up to 6 months after termination of supply to **you** ;
- ensure that any dog or other animal that may make entry unsafe is secured to enable safe and easy access;
- keep **us** informed about any health and safety and/or Resource Management Act 1991 requirements or issues at **your premises** that could be relevant to **our** representatives or the representatives of a **meter company** or a **network company** or other third parties who own **energy** supply equipment on **your premises** when they visit **your premises**;
- keep **your** trees and other vegetation regularly trimmed to a safe distance from any lines, pipes, substations, **meters** or equipment, to comply with the Electricity (Safety) Regulations 2010 in relation to any work near lines, the **network** or other electrical equipment, and the Electricity (Hazards from Trees) Regulations 2003. The Electricity (Hazards from Trees) Regulations 2003 specify the distances trees and other vegetation must be kept from power lines. If vegetation grows within these minimum distances (or Zones) cutting or trimming will be necessary. **You** can view a summary of these regulations [here](#). If **you** do not comply with these regulations (including any amendments to these regulations), **you** will be liable for the costs of carrying out any work arising as a result of **your** non-compliance.



7.2 **You** must, if requested by us, turn off the **energy** at **your premises** to enable access for the purposes referred to above.

7.3 Except in routine situations (such as reading or inspecting a **meter** that is located on the outside of a building) or **emergency situations**, before accessing **your premises**, either we, the **meter company**, **network company** and/or the other third parties who own **energy** supply equipment on **your premises**, will provide written notice to **you** of:

- when access to **your premises** will be required; and
- the purpose for requiring access to **your premises**.

7.4 **We** will give **you** at least 10 working days notice of the intention to access **your premises** if the reason for requiring access relates to construction, upgrade, repair or maintenance. Where **we** require access to **your premises** for any other reason (except for routine situations or **emergency situations**), **we** will give **you** reasonable notice.

7.5 Where **we** require access to **your premises**, **we** will:

- take reasonable steps to minimise any direct impacts on **your** property and any inconvenience to **you** ; and
- try to comply with any reasonable requirements that **you** have given **us** (such as closing gates etc).

7.6 Where **we** are able to, **we** will instruct the **metering company's** or **network company** to take such steps and comply with such requirements.

When accessing **your** property, **our** representatives will act in a courteous, considerate and professional manner at all times.

For more information on **energy** safety matters, contact the **energy** Safety Service or the **network company**.

7.7 Any of **our** representatives or any representatives of a **meter company** or the **network company** or other third parties who own **energy** supply equipment on **your premises** who are requesting access to **your premises** will carry identification and present their identification to **you** on request. If **our** representatives are visiting at **your** request and **you** are at **your premises**, they will identify themselves to **you** before entering **your** property (and **we** will procure that any representatives of a **meter company** or the **network company** and/or other third parties who own **energy** supply equipment on **your premises** requesting access to **your premises** will also identify themselves to **you** ). In all other circumstances, **you** can ask the representative(s) to identify themselves at any time while they are on **your** property. If they are unable or unwilling to show **you** their identification, **you** should not give them access.

7.8 What if **we** have problems gaining access to **your premises**?

If **you** are not able to grant **us** access, please contact **us** to discuss alternative access options.

If **you** do not provide access to **your meter** or to any other **meters** (where **you** control access to those other **meters**), **we** may charge **you** for any callout fees where **we** could not



gain access, and such refusal will be considered a material breach of these terms and conditions for which **we** may disconnect **your** supply.

#### 7.9 What if **we** can't read the **meter**?

If **we** have been unable to obtain a reading from the **meter** for any reason, the amount of **energy you** have used may be estimated by **us** and **you** will be charged on the basis of **our** estimate. **You** can, however, provide **us** with a **meter** reading via **our** website or by calling us.

#### 7.10 What if **we** hold keys to **your premises**?

If **we** have a key or security information to enable **us** to gain access to **your premises**, **we** will be responsible for its safe keeping and will use it only for the purposes described in this section 7. **We** will comply with any direction from **you** to return or destroy keys that **you** have given us, and/or the **meter company** or the **network company**.

#### 7.11 What if **you** wish to turn off **your** electricity at the mains?

Switching off **your energy** at the mains affects **our** ability to read **your advanced meter** remotely. **You** should only switch off **your energy** at the mains for essential maintenance or in the case of an **emergency situation**. If **you** wish to turn off **your energy** at the mains for longer than a **week**, **you** should contact **us** so **we** can explain how to turn off the **energy** at the **advanced meter** .

### 8. How will we invoice you?

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8.1 **We** will send **you** an invoice for payment on a monthly basis unless **we** have agreed otherwise. **your** invoice will be delivered to the address provided by **you** .

**Your** invoice will show:

- a breakdown of the **energy** charges into natural gas, LPG and/or electricity (as applicable);
- the fixed charge component (if any) of **your** invoice including the quantity of **energy** supplied (or estimated to have been supplied);
- any charges for goods or services **you** have asked **us** to provide other than **energy** and **lines services**;
- a clear due date; and
- the identifier number of all installation control points on **your** property.

8.2 Any penalties or other charges that are additional to **our** usual fees will be separately itemised on **your** invoice. **We** cannot tell **you** who **your network company** is on **your** invoice. However, if **you** would like to know who **your network company** is, please call **our** Customer Excellence Team on 0800 300 400.

8.3 **Our** charges for **energy** consumption will be based on either an actual **meter reading** or an estimate of the **energy** consumed. Any estimate will be based on previous consumption if available or will be determined by following generally accepted industry practices and it will normally be clearly stated on **your** invoice if an estimate is used.



**You** must pay the total amount shown on each invoice (including GST). Payment must be received by **us** by the due date specified on the invoice, whether the invoice is based on an actual or estimated **meter** reading, unless **we** have agreed an alternative payment arrangement in writing **you** may not deduct or set off any amount from the amount shown on the invoice.

#### 8.4 What if **you** have a dispute?

If **you** dispute any amount payable under an invoice, **you** must give **us** notice at least 3 business days prior to the due date of the invoice, identifying the amount in dispute, and giving full reasons for the dispute. **We** will investigate **your** dispute as quickly as possible.

If **you** dispute the amount on **your** invoice, or any part of **your** invoice, **you** must still pay the undisputed amount by the due date.

We will not stop supplying **you** with **energy** if there is a genuine dispute between **us** in relation to an invoice and **you** have paid **us** any undisputed amount by the due date. Within 10 days of resolving any dispute about **your** invoice, **we** will credit **your** account with any amount **we** owe **you**, or **you** will pay **us** any amount **you** owe us, unless agreed otherwise.

#### 8.5 What if **you** don't pay?

We will try to help **you** in making payment arrangements with us, but if **you** do not pay amounts due to us, **we** may disconnect or limit **your** supply (see section 11.1 below) and **you** may incur fees for **disconnection** and debt collection. If circumstances arise, or are likely to arise, that mean **you** may incur a fee for **disconnection** or debt collection, **we** will provide reasonable notice to **you** that such a fee will be payable.

Any costs incurred in collecting money owing to **us** by **you** , including bank fees, credit agency fees and legal and court costs, are payable by **you** .

If **you** are having difficulties in paying **your** invoice to **us** because **you** are a low income customer or a **vulnerable customer**, **you** may arrange for payment alternatives. Please call **our** Customer Excellence Team to discuss alternative payment methods.

If **you** are a **vulnerable customer**, **we** will not disconnect **your energy** supply unless all assistance with payment has been given under section 14 of this agreement.

If **you** have verified **your** status as a **medically dependent customer** with us, **we** will not disconnect **your** electricity supply. In order to verify **your** status as a **medically dependent customer**, **you** will need to provide **us** with a Notice of Potential Medically Dependent Consumer Status Form. **You** can request this form from **your** primary healthcare provider. **We** may ask **you** to re-confirm **your** status as a **medically dependent customer** by providing **us** with a further Notice of Potential Medically Dependent Consumer Status Form no more than once every 12 months.

#### 8.6 What if **you** don't receive an invoice or **your** invoice was late?

If **you** have not received an invoice, **you** should contact **us**. If **we** determine that **you** are not responsible for the lateness of an invoice and:



- the invoice is sent more than two months after the end of the period to which it relates, **you** will have at least the length of time covered by the invoice to pay it; or
- the invoice is more than three months late, **we** will give **you** a discount of 5%.

#### 8.7 What if **your** invoice is based on an estimate?

If **your** invoice is based on **our** estimate of **your energy** consumption, **your** invoice will normally state clearly that an estimate has been used. **You** may still pay for the exact amount of **energy you** have used by reading **your own meter** and advising **us** of **your meter reading**. **We** will send **you** a new invoice based on this **meter reading** (unless **we** believe it is not correct), and **you** agree to pay the amount shown on that new invoice. **You** can contact **us** if **you** would like a simple explanation of how any estimate has been calculated.

#### 8.8 What if **your** invoice is wrong?

If **your** invoice is incorrect, **you** are only liable to pay the correct amount and **we** will refund any amount that **we** have over-charged, or **you** will pay any amount that **we** have under-charged. Any refunds for amounts that **we** have over-charged will be made promptly. **We** may offset against any refund any amounts **you** owe **us** (or any debt collection agency to whom **we** have transferred any debt owing to **us** by **you** ). Any amounts that **you** are required to pay because **we** have under-charged **you** will take into account whether **you** have contributed to the error in any way or could reasonably have been expected to know of the error.

This does not apply where **your** invoice is based on an estimate of **your energy** consumption, as an adjustment will be made automatically in the next invoice based on an actual **meter** reading. In any event, **you** will be responsible for the payment of all of the **energy you** use.

#### 8.9 Is interest payable?

No interest is due on any amounts over-paid or under-paid by **you** or **us** in relation to incorrect or late invoices.

#### 8.10 Payment if **meter** is faulty

If **your meter** is faulty, **we** may not be able to tell for certain how much **energy** has actually been used. Therefore:

- subject to section 23, **you** will be liable, in relation to the variable rate component of **your** price plan, for the quantity measured by the meter, unless **you** contributed to the fault, or could have reasonably been expected to know about the fault. In addition, **you** will still be liable for the fixed daily rate component of **your** price plan; and
- if it is apparent that **your meter** has measured more **energy** than **you** actually used and **you** have over-paid us, **we** will refund to **you** an amount **we** reasonably believe is a realistic estimate of the over-payment.



## 9. What fees and charges will you pay?

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9.1 **You** must pay the fees and charges set out in the **Genesis Energy price list** based on the **energy you** consume and the services **you** use unless **we** have agreed otherwise in writing. These fees and charges may change from time to time.

Please call **our** Customer Excellence Team, or click [here](#), for a copy of **our** most recent **price list**. **You** can also access **our price plan check** tool here to check if **you** are on the right pricing plan for **your** requirements.

9.2 Please contact **us** if **you** would like to change **your** pricing plan, products, or services. If **you** do change pricing plans the change will be effected as soon as possible.

9.3 If circumstances arise, or are likely to arise, which mean that **you** may incur an additional fee, **we** will provide reasonable notice to **you** specifying the amount of the fee, the reason why **you** may incur the fee and any steps **you** can take to avoid incurring the fee. If **you** request a product or service that involves an additional cost, **we** will advise **you** of the amount of such additional cost where that cost is known, or provide an estimate of the cost (unless the cost is from a third party and that third party does not provide an estimate).

## 10. How do you pay your invoice?

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**You** may pay **your** invoice by any of the methods described in the welcome pack sent to **you** when **you** became **our** customer, as updated from time to time on **our** website. If **you** would like to receive further details, please call **our** Customer Excellence Team.

## 11. When will we disconnect your supply?

---

11.1 In addition to **our**, the **network company's** and the **meter company's** other rights of **disconnection** under this agreement, **your energy** supply may be disconnected:

- for non payment of the undisputed portion of any invoice associated with the supply of energy, **lines services** or other services supplied to **you** ;
- if **we** cease to have an agreement with the **network company** that provides **lines services** to **you** ;
- for a planned or unplanned supply interruption (including for safety reasons); or
- if **you** materially or persistently breach any term of this agreement.

If **you** materially or persistently breach a term of this agreement in a way that is capable of being remedied, **we** will give **you** notice of the steps **you** can take to avoid the **disconnection** of **your energy** and/or termination of this agreement and **you** will have 5 business days to remedy the breach in accordance with the notice.

If an **advanced meter** has been installed at **your premises**, **we** may disconnect **your** supply of **energy** remotely.

11.2 Will **we** tell **you** about disconnecting **your** supply?



Except in the case of an **emergency situation** or for safety reasons, or where **we** suspect the **metering equipment** or other equipment at **your premises** supplied by **us** or a **network company** or **meter company** has been tampered or interfered with, **we** will tell **you** at least 7 days (and allow a further 3 days for delivery of the notice) before **we** disconnect **your** supply of energy. **We** will also contact **you**, at the contact details provided by **you**, to provide **you** with a final warning at least 24 hours prior to disconnecting **your** supply. If **disconnection** is not prevented by **you** and not completed within the timeframe notified to **you** (including where **we** grant **you** an extension to that timeframe, at **our** discretion), **we** will issue **you** with another final warning no less than 24 hours, or not more than 7 days, before disconnection. Any notice of **disconnection** from **us** will include information that **you** need to prevent **disconnection** if prevention is possible. **We** may ask **you** to pay a **disconnection** fee. **We** will not disconnect **your** supply for non-payment of a disputed amount where **you** have initiated a complaint with Utilities Disputes Limited in relation to that disputed amount, unless the Utilities Disputes Limited complaint resolution process or **our** own complaint resolution process has been exhausted. **We** will not disconnect **your** supply for non-payment of a disputed amount where **you** have initiated a dispute with Utilities Disputes Limited in relation to that disputed amount, unless the Utilities Disputes Limited dispute resolution process or **our** own dispute resolution process has been exhausted.

We will only disconnect **your** supply for non-payment of an invoice based on an estimate if it is fair and reasonable in the circumstances to do so.

Where **we** disconnect **your** electricity under this section 11 (other than in the case of an **emergency situation** or for safety reasons), such **disconnection** will not take place on a Friday, Saturday, Sunday, public holiday or the day before any public holiday in **your** area.

If **your** supply has been **disconnected** for non-payment and **you** satisfy **our** requirements for reconnection (see section 12), **we** will restore **your** supply as soon as reasonably practicable.

### 11.3 Can the **network company** also disconnect **your** supply?

The **network company** is entitled to disconnect **your** supply if:

- **you** fail to grant the rights of access specified in this agreement;
- **your** equipment does not meet the **network company's** requirements;
- requested to do so by us;
- an **emergency situation** occurs;
- it considers **your** equipment to be unsafe; or
- **you** materially breach any other term of this agreement including the **network requirements**, and **you** agree that in respect of **your** electricity supply, section 105 of the Electricity Industry Act 2010 shall not apply in respect of such disconnection.



## 12. How do you resume supply?

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When **you** want to start **your energy** supply again, please call **us** . **You** may not attempt to reconnect the **energy** supply yourself. Before **we** agree to reconnect **your energy** supply **we** may require **you** to:

- be present at the time of reconnection;
- pay all outstanding amounts;
- pay a bond;
- pay a reconnection fee;
- turn off all appliances at **your premises**;
- install a prepay meter; and/or
- agree to a payment plan or any other reasonable requirements.

Where **you** have met these requirements **we** will arrange to reconnect **your energy** supply as soon as possible.

If an **advanced meter** has been installed at **your premises**, **we** may reconnect **your energy** supply remotely.

**You** will be responsible for any liability suffered or incurred by **you** as a result of **us** disconnecting or reconnecting the **energy** supply at **your premises**.

## 13. What if you want to stop your supply?

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13.1 If **you** no longer want **us** to supply **you** with **energy** or **you** want **your** supply disconnected, **you** must let **us** know at least 3 business days beforehand. This timeframe is consistent with applicable regulations and industry standards as at the date of these terms. If **you** intend to leave **your** present **premises**, **you** must also tell **us** **your** forwarding address.

If **you** don't give **us** 3 business days' notice **you** will be required to pay for any **energy** used at the **premises** while the **premises** remain connected to the **network**, even if **you** are no longer at the **premises**, until the date on which 3 business days' notice has been given.

If **you** are not going to remain **our** customer after **your** move, **our** charges to **you** will stop on the date 3 business days after **you** have given **us** notice in accordance with this section, or if **you** have failed to give **us** notice, when **we** disconnect the **premises**, or a new customer has notified **us** that it has taken over the **premises**. Where **you** have given **us** notice in accordance with this section, **disconnection** of **your premises** will occur as soon as possible on or from the date on which **your** notice takes effect.

Where **you** have instructed **us** that **you** are switching to another retailer, **we** will work with **you** to facilitate the switch and terminate **your** supply in accordance with applicable regulations and industry standards.

### 13.2 What if **you** want to stop receiving natural gas but not electricity, or vice versa?

If **you** have been receiving both electricity and gas from **us** and no longer want **us** to supply **you** with one of them, **you** must let **us** know 3 business days



beforehand. **our** charges to **you** for the terminated supply will stop on the date **we** stop supplying **you** .

If the **energy** supply at **your premises** is **disconnected** (but not **decommissioned**), **we** may still charge **you** a daily fixed charge. However, **we** will not charge **you** a daily fixed charge for **energy** if the **energy** supply at **your premises** has been **decommissioned**.

### 13.3 Will a final **meter reading** be taken?

We will arrange for a final **meter reading** and **we** will send a final invoice to **you** at **your** forwarding address. **We** may ask **you** to pay a final **meter reading** fee. **We** will give **you** reasonable notice that **you** may incur a final **meter reading** fee and how **you** may avoid the fee if possible.

## 14. Contacting Work and Income nominated person

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**You** are a **vulnerable customer** if **you** have told us, or it appears to us, that **disconnection** of **energy** at **your premises** presents a clear threat to the health or **well-being** of **you** or a member of **your** household, or if **you** have mains powered equipment for critical medical support. This could be because of age, health or disability. **You** can inform **us** at any time if **you** are or become a **vulnerable customer**.

If:

- for any reason **we** form the honest belief that **you** are a **vulnerable customer**; and
- **you** do not make regular bill payments and **your** supply is at risk of disconnection; and
- we have provided **you** with all the assistance **we** are reasonably able to; and
- **you** are still unable to make **your** payments,

**you** authorise **us** to consult with Work and Income, District Health Boards, private health providers or any other social agency or service provider as necessary.

We may also maintain **your** information on a register of **vulnerable customers**. If, after **we** have informed **you** of the opportunity to notify **us** that **you** are a **vulnerable customer**, **you** have not told us, or it does not appear to **us** , that **you** are a **vulnerable customer**, **we** will assume that **you** are not a **vulnerable customer**.

If **you** are not a **vulnerable customer**, **you** can still agree that **we** consult with Work and Income, District Health Boards, private health providers or any other social agency or service provider if:

- **you** do not pay **your** invoices regularly and **your** supply is at risk of disconnection; and
- we have provided **you** with all the assistance **we** are reasonably able to; and
- **you** are still unable to make **your** payments.

If **you** have nominated a person as an account authority with whom **we** can discuss the details of **your** account under section 2.5, **we** may also discuss financial assistance with that person.



## 15. Our performance commitments

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We will supply **energy to your premises** at quality and reliability levels in accordance with good industry practice in New Zealand and in accordance with current laws including, but not limited to, the Consumer Guarantees Act 1993 (where **you** are a residential customer), the natural gas Act 1992, the Electricity Industry Act 2010 and the **Electricity Code** and technical electricity and gas codes of practice.

What if **you** think that **we** have not met **our** performance commitments?

If **you** think that **we** have failed to meet **our** performance commitments, **you** can make a complaint. **We** will respond to any complaints and will seek to resolve them in accordance with section 16 below.

## 16. What happens if you have a complaint?

---

**Genesis Energy** is a provider under the Utilities Disputes complaints resolution scheme and will deal with any complaints **you** have in relation to **your** energy supply in accordance with the requirements of the Scheme.

If **you** have a complaint, please contact **our** Customer Care Team. Our contact details are set out in section 1, or alternatively **you** can make an appointment to see us at our offices. **Our** free internal complaints resolution service is explained on our website.

**We** will try to resolve **your** complaint straight away. If it is complex, or involves other parties, such as **your** network company or meter company, **our** Customer Resolutions Team will investigate it for **you**. We may also refer it to **your** network company or meter company. If **we** do this, **we** will tell **you**.

**We** will acknowledge of **your** complaint promptly.

**We** will contact **you** regularly while **we** investigate **your** concerns.

**We** will endeavour to resolve **your** complaint within 20 working days. If **we** can't, **we** will write to **you** explaining why **we** need more time to reach a resolution.

If **you** complaint is more appropriately dealt with by another party such as a network company or meter company, **we** will notify that we have referred your complaint on and provide **you** with the appropriate name and contact details.

**We** will do our best to resolve any issues directly with **you**, however **you** can ask for **your** complaint to be considered by Utilities Disputes (formerly know as The Office of the Electricity and Gas Complaints Commissioner, EGCC) when:

- **We** have not resolved your complaint within 20 working days and have not written to you explaining why **we** need more time to reach a resolution; or
- **We** have taken longer than 40 working days to resolve **your** complaint; or
- **You** are not happy with **our** proposed resolution,



**you** may refer your complaint to the free independent dispute resolution service provided by Utilities Disputes Ltd on [0800 22 33 40](tel:0800223340) or visit [www.utilitiesdispute.co.nz](http://www.utilitiesdispute.co.nz). **You** may also refer your complaint to the Disputes Tribunal, the Court or other third party.

## 17. What is Genesis Energy's or the customer's liability for loss or damage?

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### 17.1 What will **we** be liable for?

We 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:

- **our** breach of this agreement; or
- **our** negligence;

and the loss or damage is:

- reasonably foreseeable and is directly caused by **our** breach or **our** negligence; and
- is not caused by something beyond **our** control,

but **we** will not be liable in any cases for any other loss or damage including indirect or consequential losses, loss of profits or revenue, or similar.

### 17.2 What is an event beyond **our** control?

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, interference with the **network** from birds, animals or vegetation, traffic accidents, faults in the **network**, acts or omissions by the **network company** or **meter company**, problems with generation, transmission or distribution of energy, problems with **your** wiring, problems arising because of health and safety hazards at **your premises**, and other things which **we** do not have control over.

### 17.3 What is **our** maximum liability to **you** ?

If **we** are liable to **you** , the maximum amount **we** will pay as compensation for **your** loss is \$10,000 in respect of any event or series of closely related events. **We** may choose to replace any damaged property or goods, up to the same maximum amount, instead of paying cash.

We are not required to honour this agreement in circumstances where an event has occurred which is beyond **our** control and which prevents **us** from doing the things **we** would normally do. In these circumstances, **we** will carry on honouring **our** obligations as soon as it is reasonably practicable for **us** to do so.

If **you** acquire goods or services from **us** for personal, domestic or household use or consumption, any rights **you** have under the Consumer Guarantees Act 1993 are not affected by **our** limitations of liability. However, if **you** acquire goods or services from **us** for the purposes of a business, the Consumer Guarantees Act 1993 does not apply.



**Our** limitations of liability extend to **our** employees and agents for the purposes of the Contracts (Privity) Act 1982.

Notwithstanding any provision to the contrary in this agreement, nothing in this agreement will exclude or limit the application of any law in New Zealand where such law applies to the supply of energy, or any other services **we** supply, to the extent that to do so would:

- contravene that law; or
- cause any part of this section 17 to be void.

#### 17.4 What is **your** maximum liability to **us**?

If **you** are liable to us, the maximum amount **you** will pay **us** as compensation for **our** loss is \$10,000 in respect of any event or series of closely related events ("customer liability cap"), subject to the following exceptions. The customer liability cap does not apply to any charges payable by **you** under these terms and conditions, where the loss is caused by **your** deliberate or wilful conduct, or where the loss caused is a result of the customer's damage to the **network**. The customer liability cap also does not apply unless the goods or services acquired from **us** are of a kind ordinarily acquired for personal, domestic or household use or consumption.

#### 18. Can we change this agreement?

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18.1 **We** may make changes to this agreement, the **network requirements**, **your** payment methods, or **our price list**. If **we** make changes to this agreement, the **network requirements**, **your** payment methods, or if **we** increase the **energy** prices set out in **our price list**, **we** will give **you** notice of the changes as soon as possible and not later than 30 days before the change is to take effect, together with **our** reasons for making the changes. **We** will do this by any reasonable method of communication including by:

- advertising in a local daily newspaper; or
- posting a notice on **our** website ([www.genesisenergy.co.nz](http://www.genesisenergy.co.nz)); or
- writing to **you**; or
- emailing **you**; or
- notifying **you** by other electronic means,

or by a combination of these methods.

18.2 If **we** increase the special fees or charges set out in **our price list** **we** will notify **you** of these changes by advertising on **our** website or placing a statement on **your** invoice. **We** do not need to give **you** notice if **we** decrease **your energy** prices or the special fees and charges set out in **our price list**.

18.3 If **we** increase a fee or service charge by more than 5% or if **we** increase the total invoiced price for **energy** **we** supply to **you** by more than 5% (and, in the case of a fee or service charge, the increase is reasonably likely to have a material effect on **you** ), or change the frequency of billing or **meter** reading, **we** will always give **you** an individual written notice as soon as possible. However, **we** will not provide individual written notice of price increases where **you** have signed up to a flexible pricing plan, under which electricity prices may vary depending on the time and volume of **your** electricity consumption. **We** will



not change the frequency of billing to less than approximately once a month (depending on when **your meter** is read) unless **you** have agreed otherwise, except for any one-off circumstances where it is necessary to send **you** a bill other than on a monthly basis. If there has been an increase in **your energy** prices, the notice will explain the reasons for the increase.

## 19. Can you transfer your rights and obligations?

---

19.1 This agreement may not be transferred or assigned by **you** to any other person.

**We** may at any time transfer to someone else all or any part of **our** rights and/or obligations under this agreement. **You** are taken to have consented to any such transfer, and authorise and instruct **us** to provide any personal information that **we** hold about **you** to the transferee, as **we** consider necessary or desirable in connection with such transfer (and this consent is effective for the purposes of the Privacy Act 1993, and for all other purposes). **We** may also sub-contract or delegate **our** rights and/or obligations under this agreement to other people or companies. Where **we** transfer **our** rights and/or obligations under this agreement, **we** will advise **you** that the agreement is being transferred to another company, where **you** can access the information **you** need to contact the new company and when the transfer will or has taken place. If, for any reason, **we** have, or **we** are likely to have, a receiver, liquidator or other similar officer appointed, to **us** or a material part of **our** assets **we** will take all reasonable steps to ensure that the supply of **your energy** is not affected.

19.2 In addition to the above, the Electricity Authority is able to assign **our** rights and obligations in respect of the supply of electricity to **you** under these terms to another electricity retailer in the event that **we** commit an "event of default", as that term is defined in the **Electricity Code**. In the event that such an assignment occurs, the terms on which **you** will be supplied with electricity by the recipient retailer will be amended to the standard terms that the recipient retailer would normally have offered to **you** immediately before the relevant "event of default" occurred (or such other terms that are more advantageous to **you** than the recipient retailer's standard terms, as the recipient retailer and the Electricity Authority agree). On such an assignment, these terms may be amended to include a minimum term in respect of which **you** must pay an amount if **you** wish to cancel these terms prior to the expiry of that minimum term. **We** may provide information about **you** to the Electricity Authority (and the Electricity Authority may pass this information on to the recipient electricity retailer), if required under the **Electricity Code**.

19.2 In addition to the above, the Electricity Authority is able to assign **our** rights and obligations in respect of the supply of electricity to **you** under these terms to another electricity retailer in the event that **we** commit an "event of default", as that term is defined in the **Electricity Code**. In the event that such an assignment occurs, the terms on which **you** will be supplied with electricity by the recipient retailer will be amended to the standard terms that the recipient retailer would normally have offered to **you** immediately before the relevant "event of default" occurred (or such other terms that are more advantageous to **you** than the recipient retailer's standard terms, as the recipient retailer and the Electricity Authority agree). On such an assignment, these terms may be amended to include a minimum term in respect of which **you** must pay an amount if **you** wish to cancel these terms prior to the expiry of that minimum term. **We** may provide information about **you** to the Electricity Authority (and the Electricity Authority may pass this information on to the recipient electricity retailer), if required under the **Electricity Code**.



19.3 The terms set out in section 19.2 are included for the benefit of the Electricity Authority for the purposes of the Contracts (Privity) Act 1982 and may not be amended without the consent of the Electricity Authority.

## 20. How can we contact you?

---

Except as otherwise provided in this agreement, **our** invoices or notices to **you** will be:

- delivered to **your premises**;
- mailed to the most recent postal address **you** have given us;
- emailed to the most recent email address **you** have given us; or
- sent to **you** by electronic means.

All notices sent to **you** will be considered to have been received by **you**:

- on the day it was delivered to the address to which **you** asked **us** to send notices; or
- 3 days after being posted by **us** to the postal address **you** provided to us; or
- the day after it was transmitted to the email address or fax number **you** provided to **us**, or posted to **our** internet billing system or sent to **you** by electronic means; or
- on the day after it was published on **our** website, or the notice appeared in **your** local newspaper.

## 21. Getting our energy to you

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21.1 The **network** companies and **meter companies we** work with require **us** to ensure that the information contained below is agreed to by **you**.

When **you** become **our** customer, **you** agree to those arrangements as part of this agreement. The **network company** owns and operates the **network** which transports **energy** to **your premises**. **We** will make arrangements with the **network company** to use the **network** and get **our energy** to **you**.

### 21.2 Do **you** need an agreement with the **network company**?

In some cases, the **network company** may require **you** to have an agreement directly with it to use the **network**. If this is the case, **we** will provide **you** with the contact details of the **network company**, and:

- **you** must ensure that **you** have such an agreement; and
- **our** agreement will cover the supply of **energy** only.

**You** agree to comply with statutory and regulatory requirements and the **network company's** distribution code or other similar connection standards (a copy of the code or standards may be obtained from the **network company**). **You** must also comply with the **network company's** technical requirements and specifications for connection to the **network** which are published from time to time. This information can be obtained from the **network company**. **You** can contact **us** to find out who **your network company** is.



### 21.3 Interference with the **network**

**You** must not, without the prior written consent of the local **network company**:

- attempt to send or receive signals or other forms of communication through the **network**;
- install electricity generating equipment that will export **energy** back into the **network**;
- connect or re-connect **your** equipment directly to the **network**; or
- Interfere in any other way with the **network**.

**You** must not, without **our** prior written consent, connect or modify any fittings or other equipment on **your premises** to enable any electricity generated on the **premises** to be conveyed through the **network**.

### 21.4 Some technical requirements relating to electricity.

In relation to **your** electricity supply, **you** agree that:

- the power factor shall not be less than 0.95 lagging each month, or such other amount as specified by **your** local **network company**;
- there is to be no interconnection at any time between **your point of supply** and any other **point of supply** without the **network company's** prior written consent;
- if the characteristics of **your** equipment or demand interferes with the quality of supply of **energy** to any other consumer on the **network** or interferes with the operation of any remote signalling services or other fittings of the **network company**, **you** will, upon notice from the **network company** or **us**, remedy the interference at **your** own cost as soon as practicable (and in any event within 20 business days of the date of the notice). If **we** become liable to any third party as a result of such interference, **you** must compensate **us** to the full extent of such liability and for all associated costs incurred by **us**;
- **you** will use all reasonable measures to ensure that the levels of harmonic voltages and currents injected back into the **network** from **your premises** conform with the New Zealand Electrical Code of Practice for Harmonic levels NZECP 36:1993 insofar as the harmonic disturbance results from a cause within **your** control; and
- **you** agree to comply with all line function services, safety and technical requirements provided for under statute, regulations and codes of practice.

For more information contact the **network company**.

## 22. What should you do about sensitive equipment?

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There may be planned or unplanned events which may cause outages or voltage fluctuations which could damage sensitive electrical appliances like computers, televisions, videos, cordless phones, computerised appliances and fridges and freezers. Voltage fluctuations can occur at any time and may be caused by events beyond **our** control, such as the events listed in section 17.2 above.

**You** should consider arranging insurance that covers damage from power fluctuations, install **your** own back-up devices such as an uninterruptible power supply (UPS), and / or make other arrangements to protect **your** equipment or meet **your** special needs. Power



conditioners and surge protectors may help reduce such fluctuations and can be plugged into appliances or wired into **your** house mains. Further information regarding protection that **you** may take against outages or voltage fluctuations, and information on high-risk areas, is available by visiting **our** website.

We take no responsibility for any loss or damage caused to equipment or appliances, including loss of data, arising from these kinds of fluctuations.

## 23. Metering equipment and network company equipment

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23.1 The **energy** supplied to **you** will be **metered**. Different pricing options may require separate **meters**. **We**, or the **metering company**, will retain all ownership rights in any **meter** and **metering equipment** installed at **your premises**. All electricity and gas **meters** will comply with applicable regulations and good industry practice.

23.2 If **you** do not have a suitable **meter** for **your energy** use or pricing option **we** will choose and arrange to install the appropriate **meter**. **You** may not provide or install **your own meter**. **You** must pay all reasonable costs relating to the installation of any **metering equipment**. However, **you** will not be charged:

- for the installation of the first **advanced meter** at **your premises**, unless additional work is required to install the **meter** or **metering equipment** (this includes additional wiring required to install the **meter** or work required to re-locate the position of the **metering equipment**) in which case **we** may charge **you** for this additional work;
- where **we** decide to replace **meters** or related equipment if the existing **meters** or related equipment are unsuitable for **your energy** use or pricing option. In some cases it may be necessary to upgrade **your meter** if **your energy** use or pricing option changes. **We** may charge **you** the costs of installing a new **meter**. **We** will inform **you** if any upgrade is required and the costs of that upgrade.

23.3 If **you** request that a new **meter** be installed **you** will be charged for the installation of that new **meter** (as **we** will as the cost of the new **meter**).

23.4 How should **you** deal with equipment at **your premises**?

**You** must ensure that any **metering equipment** which is supplied by **us** or a **meter company**, and any **energy** supply equipment of the **network company** or any other third party:

- is not removed from its location without **our** consent;
- is not encumbered or used as security in any way;
- is not, and does not, become a fixture or fitting of the **premises**; and
- is not switched off other than in accordance with section 7.11 above.

**you** agree:

- to provide **us**, the **meter company**, **network company** and any other third party who owns **energy** supply equipment on **your premises** with reasonable space for the safe, secure, weather tight, insect and vermin free, and accessible housing of



the **metering equipment** and the equipment of the **network company** or other third party at no cost to **us** , and ensure the housing remains in such condition; and

- to look after the **meter** and prevent interference with, or damage to, or loss of, the metering equipment, the **energy** supply equipment of the **network company** or other third party and the **metering communications network**.

If **you** do not own **your premises**, **you** confirm that **you** have any necessary approvals required from the owner, landlord or body corporate for the installation of any **meter** or **metering equipment** at **your premises**, for any alterations to **your premises** required to install any such equipment and to enable **us** to exercise **our** other rights under these terms and conditions. **You** will bear any costs incurred by **us** , the **meter company**, **network company** or **our** respective contractors if **you** do not have any such approval.

23.5 What if the **meter** is damaged?

**You** must tell **us** immediately if:

- any **metering equipment** or any **energy** supply equipment of the **network company** or other third party is damaged, defective, or looks unsafe; or
- **you** discover any fault with, or interference with, any **metering equipment**, the **metering communications network** or any **energy** supply equipment of the **network company** or other third party.

**You** agree to co-operate in good faith with any investigations by **us** , the **meter company** or other third party that owns **energy** supply equipment on **your premises** in respect of interference with any **metering equipment** on **your premises**. If **we** and/or the **metering company's** and/or other third party's investigations identify that the interference was caused by **you** , **you** agree to pay **our** and/or the **metering company's** and/or the third party's reasonable expenses of the investigation on demand. If **we** believe on reasonable grounds that:

- somebody has damaged, or tampered or interfered with any **metering equipment** or **energy** supply equipment of the **network company** or any other third party;
- **you** have benefited from the fact that the **meter** was inaccurate or not working properly;
- somebody has caused any loss or damage to **us** , a **meter company**, a **network company** and/or any of **our** other contractors; or
- **you** have allowed anyone else to do so,

**you** will be responsible for the resulting loss, damage or costs suffered, including **our** and/or the **metering company's** and/or the **network company's** and/or the other third party's reasonable expenses of the investigation on demand.

We may also

- immediately disconnect, either temporarily or permanently, **your** supply if **your** action or omission constitutes a material breach of these terms and conditions;
- estimate the value of **energy** stolen or lost and require **you** to pay for that energy;
- charge **you** for the costs of any repairs and/or replacement of **metering equipment**;
- terminate this agreement and refuse to reconnect **your** supply; and/or
- inform the Police.



## 24. What about other equipment at your premises?

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24.1 **We**, or a **meter company**, will repair and maintain **meters** and associated equipment supplied by **us** or a **meter company**, except as outlined below.

24.2 What equipment are **you** responsible for?

**You** must repair and maintain:

- **your** electricity and/or natural gas lines, pipes or cables (including any poles and fittings) from the **point of supply**;
- the **meter** box or **meter** board itself, any sub or fuse board and any other wiring or piping on **your premises**;
- any electrical and/or natural gas appliances and equipment not included above,
- and if any of this equipment looks unsafe, **you** should contact **your** own electrician and/or natural gas fitter (as appropriate) immediately.

If **you** need to immediately turn off **your** natural gas supply in the case of an **emergency situation** and only if it is safe to do so, **you** should locate the lever on **your gas meter** and turn the lever to a horizontal position or 90 degrees from the pipes.

**You** own and are responsible for **energy** supplied from **your point of supply** to the point where the **energy** is consumed. **You** must not supply **energy** to another property or person from **your premises**. Where **your point of supply** supplies more than one customer **you** will be jointly responsible for the **metering equipment** and other equipment **you** are responsible for, and **we** may estimate the apportionment of **energy** consumption between customers or require **you** to install additional **metering equipment**, so that the **energy** consumption can be accurately apportioned.

**You** must not interfere with the **network company's** equipment or allow anyone else to do so. **your** rights and obligations in relation to trees are set out in the Electricity (Hazards from Trees) Regulations 2003. For more information, please contact **your network company**. If **you** do not know how to contact **your network company**, please ask **us** .

## 25. What is the network company's liability for loss or damage

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25.1 If the **network company** causes **you** loss or damage, **you** may wish to advise **us** .

25.2 If the **network company** is not a provider under the Utilities Disputes complaints resolution scheme, then **you** agree that the **network company** has no liability to **you** (including liability in contract or in negligence) relating to the supply of **energy** to **your premises**. However, the **network company** has agreed to be liable to **us** in certain instances.

25.3 As explained in section 21.1, **we** contract with the **network company** to deliver **energy** to **your premises**. To achieve a better quality and reliability of service from **you** , **we** encourage the **network company** to give service guarantees. As these guarantees are for **your** benefit, **we** will pass on to **you** , as a credit in **your** next invoice from **us** , any payments **we** receive from the **network company** for a failure by the **network**



**company** to satisfy any guarantees they may give **us** in relation to their services that can be reasonably considered as compensation for the **network company's** failure to satisfy its guarantees. **We** will also pass on to **you** any payments **we** receive from other third parties who breach service guarantees that have been provided to **us** for **your** benefit. On request, **we** will provide **you** with an explanation of how the credit passed on to **you** was determined. Other than paying **you** such amount, **we** will have no liability to **you** in respect of any defaults by the **network company**.

25.4 If the **network company** is a provider under the Utilities Disputes complaints resolution scheme then the **network company** will not be liable to **you** (in contract or in negligence) for any loss or damage **you** may suffer unless that loss or damage is physical damage to property where it can be shown that the **network company** has been negligent and the amount and nature of the loss was reasonably foreseeable. The **network company** will not have any liability to **you**, whether in contract or in negligence, for an event or series of closely related events relating to the **network** for any amount exceeding \$10,000 in value. Notwithstanding the preceding sentence, the **network company's** aggregate liability to all customers connected to its **network** for an event or series of closely related events relating to the **network** shall not exceed \$10,000.

25.5 If **you** acquire goods or services from **us** or the **network company** for personal, domestic or household use or consumption, any rights **you** have under the Consumer Guarantees Act 1993 are not affected by this limitation of liability. However, if **you** acquire goods or services for the purposes of a business, the Consumer Guarantees Act 1993 does not apply to the services provided by **us** or the **network company** to the maximum extent permitted by the law.

25.6 This condition, and the other conditions in this agreement which refer to the **network company**, are intended to be for the benefit of, and are enforceable by, the **network company** under the Contracts (Privity) Act 1982.

26. What is the meter company's liability for loss or damage?

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

27. Words we use in this agreement

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**advanced meter** means a remotely read interval **meter** and all associated **metering equipment**.

**decommission** means the permanent disconnect, **disconnection of your premises** and removal of **your ICP** so that **you** cannot receive the supply of energy, and will involve the permanent removal of **metering equipment** and may include removal of **your service lines**.



**Disconnect, disconnection and disconnected** means the isolation of **your premises** from the **network**. **your premises** remain connected to the **network** but **you** cannot receive supply of energy.

**Electricity Code** means the Electricity Industry Participation Code 2010, as amended from time to time.

**emergency situation** means a situation in which there is a probable danger to life or property or immediate risk to the continuity or safety of supply of distribution of energy.

**energy** means electricity and/or reticulated natural gas and/or reticulated LPG, but does not include bottled gas.

**gas** means reticulated natural gas and/or reticulated LPG, but does not include bottled gas.

**Genesis Energy, we, us and our** means **Genesis Energy** Limited, its agents, successors and assignees, trading as "**Genesis Energy**".

**lines services** means the provision and maintenance of works for the conveyance of electricity and the operation of such works, including the control of voltage.

**medically dependent customer** means a customer who is dependent on mains electricity for critical medical support, such that loss of electricity may result in the loss of life or serious harm. **medically dependent customer** status can only be granted through the provision of a Notice of Medically Dependent Consumer Status, which is available from **your** primary healthcare provider.

**metering communications network** means the equipment and systems used to convey **meter reading information** from a **meter** to **us**.

**meter company** means the company or companies that own the **meter** situated on **your premises** and/or are responsible for installing, maintaining, repairing and reading **meters**.

**metering equipment and meter** means the metering and other equipment which is used to measure and/or provide information about **your** consumption (and, if appropriate, demand) of energy, including any covering or housing for such equipment, and **meters**, loggers, communication devices, relays, current transformers, voltage transformers and any other equipment required to measure **energy** usage, and includes an **advanced meter** and the **metering communications network**.

**meter reading information** means all information and data collected, measured or stored by any **metering equipment**.

**network** means the electricity and/or reticulated natural gas and/or reticulated LPG (as the case may be) distribution **network** to which **your point of supply** is connected including the **network** of overhead lines, underground cables and pipelines, substations and other equipment used to distribute LPG, natural gas or electricity.

**network company** means the company or organisation that owns the **network**, and its agents.



**network requirements** means the rights and responsibilities relating to the **network company** summarised in these terms and conditions.

**point of supply** means the point at which **we** or the **network company** determine that the **network** ends and **your** lines, cables or pipes and fittings and equipment begin. For **your** information, the **point of supply** for electricity is generally the point on the boundary of a property where the electricity supply enters. The **point of supply** for natural gas is usually the outlet of the **gas meter** that supplies natural gas to **you**. The point of supply for reticulated LPG is [] If **you** are not sure where **your point of supply** is, please contact **your network company**. If **you** are not sure who **your network company** is, please call **us** on one of the numbers listed in section 1 above, and **we** will refer **you** to the appropriate **network company**.

**premises** means the property supplied with **energy** under this agreement.

**premises** means the property supplied with **energy** under this agreement.

**price list** means **Genesis Energy's energy** prices relating to **energy** consumption, and special fees and charges for other services. **your** current relevant **price lists** are available by calling **our** Customer Excellence Team.

**vulnerable customer** means a customer who has told **us**, or about whom it appears to **us**, that **disconnection** of **energy** at the customer's **premises** presents a clear threat to the health or **we** ll-being of the customer or a member of the customer's household, or who has mains powered equipment for critical medical support. This could be because of age, health or disability. A **vulnerable customer** may also be a customer who cannot genuinely pay his or her bill because of severe financial difficulty, whether temporary or permanent.

**you/your** means **you**, the customer.