

- mailed to the most recent postal address **you** have given **us**; or
- emailed to the most recent email address **you** have given **us**.

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;
- 3 days after being posted by **us** to the postal address **you** provided to **us**; or
- the day after it was sent to the email address **you** provided to **us**.

## 21. GETTING OUR ELECTRICITY TO YOU – USING THE NETWORK AND METERING

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 electricity to **your premises**. **We** will make arrangements with the **network company** to use the **network** and get **our** electricity to **you**.

**Do you need a contract with the network company?**

In some cases, the **network company** may require **you** to have a contract 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 a contract; and
- **our** agreement will cover the supply of electricity 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.

### 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 electricity 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**.

### 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 electricity 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?

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.

**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 & NETWORK COMPANY EQUIPMENT

The electricity supplied to **you** will be metered. The **prepay** pricing option requires a special kind of **meter**. **We**, or the **metering** company, will retain all ownership rights in any **meter** and **metering equipment** installed at **your premises**. All electricity **meters** will comply with applicable regulations and good industry practice.

### 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 electricity 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; and
- is not, and does not, become a fixture or fitting of the **premises**.

**You** agree:

- to provide **us**, the **meter company**, **network company** and any other third party who owns electricity supply equipment on **your premises** with reasonable space for the safe, secure, weather tight and accessible housing of the **metering equipment** and the equipment of the **network company** or other third party at no cost to **us**; and
- to look after the **meter** and prevent interference with, or damage to, or loss of, the **metering equipment**, the electricity supply equipment of the **network company** or other third party.

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.

### What if the meter is damaged?

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

- any **metering equipment** or any electricity supply equipment of the **network company premises** or other third party is damaged or defective, or looks unsafe; or
- **you** discover any fault in, or interference with, any **metering equipment**, the metering communication **network** or any electricity 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**, **network company**, or other third party that owns electricity 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 **meter 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, tampered or interfered with any **metering equipment** or electricity 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 **meter company's** and/or the **network company's** and/or the other third party's reasonable expenses of the investigation or 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 electricity stolen or lost and require **you** to pay for that electricity;
- 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?

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

### What equipment are you responsible for?

**You** must repair and maintain:

- **your** electricity lines, 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 on **your premises**; and
- any electrical appliances and equipment not included above, and if any of this equipment looks unsafe, **you** should contact **your** own electrician (as appropriate) immediately.

**You** own and are responsible for electricity supplied from **your point of supply** to the point where the electricity is consumed. **You** must not supply electricity to another property or person from **your premises**.

**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?

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

If the **network company** is not a member of the Electricity and Gas Complaints Commissioner 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 electricity to **your premises**. However, the **network company** has agreed to be liable to **us** in certain instances.

As explained in section 21, **we** contract with the **network company** to deliver electricity 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 prepay account**, 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**.

If the **network company** is a member of the Electricity and Gas Complaints Commissioner 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.

If **you** acquire goods or services from 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 the **network company**.

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.

## WHAT IS THE METER COMPANY'S LIABILITY FOR LOSS OR DAMAGE?

If **you** do not have a direct contract 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 electricity 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.

## 26. WORDS WE USE IN THIS AGREEMENT

**business day** means any day other than a Saturday, Sunday or public holiday in Auckland.

**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 electricity. This is different to where **you** do not have any credit left on **your meter**, and the electricity supply stops. In this case, once **you** make a **payment** to the **meter** the electricity supply will resume.

**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 electricity.

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

**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 electricity, including any covering or housing for such equipment, and meters, loggers, communications devices, relays, current transformers, voltage transformers and any other equipment required to measure electricity usage.

**network** means the electricity distribution network to which **your point of supply** is connected including the network of overhead lines, underground cables, substations, and other equipment used to distribute 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.

**payment** means a payment to **your prepay account**.

**point of supply** means the point at which **we** or the **network company** determine that the **network** ends and **your** lines or cables 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. 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 and **we** will refer **you** to the appropriate **network company**.

**postpay** means where customers receive an invoice at regular intervals based on actual or estimated electricity consumption.

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

**prepay** means where **you** pay for electricity consumption in advance.

**prepay account** means **your** account for the measurement of **prepay** electricity.

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

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

# InCharge Terms and Conditions

29 February 2012

## 1. INTRODUCTION

These are the terms of **your** relationship with **Genesis Energy**, for **your prepay** electricity supply - called "InCharge". In remaining, or becoming, a **Genesis Energy prepay** customer, **you** and **Genesis Energy** agree to these terms and conditions, unless agreed otherwise in writing. These terms and conditions are a legally binding document between **us**.

These terms and conditions are effective from 29 February 2012. However, if **you** are an existing **Genesis Energy** customer on 29 February 2012, these terms and conditions will apply to **you** from 1 April 2012. These terms and conditions replace any previous agreement(s) **we** have with **you**.

These terms and conditions apply to electricity supplied to **you** by **us**. 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:

- email **us** at info@genesisenergy.co.nz;
- fax **us** on 0800 110 999;
- write to **us** at: **Genesis Energy**, Private Bag 3131, Hamilton 3240; or
- call **our** InCharge Team on 0800 606 909.

## 2. HOW DO YOU BECOME A GENESIS ENERGY PREPAY CUSTOMER?

To apply to become a **Genesis Energy prepay** customer **you** must call **us** on the number set out above.

**We** will respond to **your** application within 2 **business days** from receipt of **your** application. It may not be possible to install a **prepay meter** at all **premises**. **We** reserve the right to refuse installation of a **prepay meter** at **your premises**. Only residential customers are eligible for a **prepay meter**. 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** as a **prepay** customer. The supply of electricity to **you** will commence as soon as possible following **our** acceptance of **your** application.

If **you** have moved to **premises** where there is a standard or **postpay meter** (i.e. not a **prepay meter**) and **you** started using electricity, **you** will still need to contact **us** to become a customer, and to have a **prepay meter** installed. If **you** do not contact **us** to become a customer, **we** may disconnect the property. **We** may also invoice **you** for a **disconnection** fee, the cost of any electricity consumed, and any other costs **we** incur as a result of **you** consuming electricity at the **premises** as specified in **our price list**.

If **you** do not own the **premises** where **you** would like the **prepay meter** installed, **you** must have the owner's prior permission for installation of a **prepay meter**.

If **you** have moved to **premises** where there is a **prepay meter** already installed, and **you** start using electricity by making **payments** to the **meter**, **you** will still need to call **us** to become a customer. In the event that **you** don't call **us**, **we** may disconnect the property and may also charge **you** a **disconnection** fee and any other costs **we** incur as a result of **you** consuming electricity at the **premises** as specified in **our price list**.

### What information do we need from you?

To become a **prepay** customer **you** will need to provide **us** with some personal information. **We** may use this information for a number of purposes, including:

- confirming **your** identity;
- supplying **you** with electricity and any other products or services **you** have requested;
- administering **your** account;
- improving **our** customer service, including monitoring and following up queries and complaints;
- developing and/or improving products and services;
- informing **you** or contacting **you** regarding **our** products, brands, special offers, publications and other promotions **we** think **you** may be interested in.

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

### 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 on **our** website. 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.

### 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. **You** may nominate a person to make decisions for **you** under these terms. However, **you** are still responsible as a customer.

### What if you have unpaid invoices?

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

## 3. WHAT IF YOU'RE MOVING HOUSE?

If **you** move **premises** **you** will need to contact **us** prior to leaving to either obtain a refund of any outstanding credit, or transfer such amount to **your** new **premises** if **you** wish to continue to be a customer of ours.

If **we** agree to supply electricity to **your** new **premises** and **you** continue to be a **prepay** customer, these terms and conditions will apply to **your** new **premises**, including the requirement to obtain the consent of the owner of the new **premises** for the installation of a **prepay meter**.

### 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 electricity 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 electricity is consumed at the **premises** after **you** leave, that electricity will be debited from any credit left on the **prepay meter**.

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

For safety reasons, if **you** have a new or altered 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 electricity. **We** may also request a copy of this certificate at any time.

## 4. WILL THE SUPPLY OF ELECTRICITY BE CONTINUOUS?

Circumstances or events beyond **our** control (including the events specified in section 17) 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.

**We** will give **you** at least 4 **business days'** notice of any planned shutdowns, unless the shutdown is urgently required for reasons that were not reasonably foreseeable such that 4 **business 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.

0800 606 909

genesisenergy.co.nz



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

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

**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, on **our** website. 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. Also see section 22 on sensitive equipment.

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

## 5. METER READINGS

All electricity supplied by **us** to **you** at **your premises** will be via a **prepay meter**. **We** may send an approved **meter** reader to read **your prepay meter** or **we** may ask **you** to advise **us** of a 20-digit code from **your prepay meter**. If **you** do not advise **us** of the 20-digit code as and when reasonably requested, **we** may arrange for a special **meter** reading of **your prepay meter** to obtain this, and charge **you** a special **meter** reading fee. The provisions of these terms and conditions 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.

### What if you are a new prepay customer?

If **you** are a new **prepay** customer and arrange to have a **prepay meter** installed, **your prepay account** will only be charged from the time that **you** use electricity.

### What if the meter is faulty?

**We** may arrange to have the **meter** at **your premises** tested if **we** think it is faulty or **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 **you** request that **we** test the **meter** and:

- it is clear that there is an inherent fault with the **meter** itself, **we** will replace or repair the **meter** at our, or the **meter 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 result in an extra charge being invoiced to **you**.

**Our** obligation to inform **you** under this section 5 does not apply where:

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

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

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

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

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

To the 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.

**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; 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.

## Advanced Meters

**We** currently cannot supply advanced **meters** to customers with **prepay meters**.

### 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 invoice **you** for any reasonable charges **we** incur as a result of **you** missing the appointment.

## 6. WHAT ACCESS DO YOU NEED TO PROVIDE?

**You** must:

- provide to **us**, the **meter company**, the **network company** and/or other third parties who own electricity 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 Saturday, excluding public holidays;
- provide to **us**, the **meter company**, the **network company** and/or other third parties who own electricity 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 to **us**, the **meter company**, the **network company** and/or other third parties who own electricity 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**, a **meter company**, a **network company** and/or other third parties;
- 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**, a **network company** or other third parties who own electricity supply equipment on **your premises** when they visit **your premises**; and
- 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 on **our** website. If **you** do not comply with these regulations, **you** will be liable for the costs of carrying out such work arising as a result of **your** non-compliance.

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

Except in **emergency situations**, before accessing **your premises**, either **we**, the **meter company**, **network company** and/or the other third parties who own electricity 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**.

**We** will give **you** at least 10 **business 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 **emergency situations**), **we** will give **you** reasonable notice.

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).

Where **we** are able to, **we** will instruct the **meter company**, **network company** and/or other third party 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 electricity safety matters, contact the Energy Safety Service or the **network company**.

Any of **our** representatives or any representatives of a **meter company** or the **network company** or other third parties who own electricity 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**, the **network company** and/or other third parties who own electricity 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.

**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** don't provide access to **your meter** or to any other **meters** (where **you** control access to those other **meters**), such refusal will be considered a material breach of these terms and conditions for which **we** may disconnect **your** supply.

### 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 above. **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. WHAT FEES AND CHARGES WILL YOU PAY?

**You** must pay the fees and charges set out in the **Genesis Energy price list** based on the electricity **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** InCharge Team, for a copy of **our** most recent **price list**. **We** will contact **you** every year to provide **you** with details of **our** low fixed charge electricity plan. **You** can then check whether **you** are on the right pricing plan for **your** home.

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 and the reason why **you** may incur 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).

## 8. HOW DO YOU PAY YOUR PREPAY ACCOUNT?

**You** may credit an amount to **your prepay account** by making a **payment**. The minimum **payment** amount allowed is \$20.00. **You** may make a **payment** on **your prepay account** by Cash or EFTPOS at selected merchants as outlined in **your** Welcome Pack, during business hours. **You** can view a list of **prepay** merchants on **our** website.

### What if the credit you receive is wrong?

If the amount **you** have been charged is incorrect, or if there is a fault with **your prepay meter**, **we** will refund any amount that **we** have overcharged, or, if **you** have been undercharged **you** will pay any amount that **we** have undercharged. **You** will only be liable to **us** for the correct amount. Any refunds or credits for amounts that **we** have overcharged will be made promptly. Any amounts that **you** are required to pay because **we** have undercharged **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. No interest is due or payable on any amounts over-paid or under-paid by **you** or **us**.

## 9. CAN YOU GET A CREDIT PRIOR TO MAKING PAYMENT?

**You** may apply for an emergency credit of up to \$100.00 by phoning the InCharge Team and requesting an emergency credit when system technical issues prevent **you** from making a **payment**. In certain other circumstances, **you** may apply for a credit of \$1.00 by phoning the InCharge Team and requesting a credit, when **you** are moving into a new house and the supply has stopped or when **you** are changing from a **postpay** account to a **prepay account**. In all circumstances, **we** may accept or decline **your** application for a credit in **our** sole discretion.

A credit will be loaded against **your prepay meter** in advance of receiving **payment**. The credit will be automatically deducted from **your** account once **you** have made **your next payment** and **our** system has registered the credit against **your** account (this may take up to 10 days).

## 10. WHEN WILL YOUR SUPPLY STOP?

If there is no credit on **your prepay account**, the electricity supply to

**your premises** will stop. Except for any interruptions through planned or unplanned outages, the electricity supply to **your premises** will not stop between the hours of 4.00pm to 8.00am Monday to Thursday, and between the hours of 4.00pm Friday and 8.00am Monday (New Zealand standard time) or during daylight savings between the hours of 5.00pm to 9.00am Monday to Thursday, and between the hours of 5.00pm Friday and 9.00am Monday, and will not stop at any time on those national public holidays that do not move date from year to year.

## 11. WHEN WILL YOUR SUPPLY RESUME?

If **your** supply of electricity has stopped because there is no credit on **your prepay account**, **your** supply will resume when **you** credit an amount to **your prepay account** by making a **payment** (see section 8), or if **we** accept an application for a credit (see section 9).

## 12. WHEN WILL WE DISCONNECT YOUR SUPPLY?

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

- if **we** cease to have an agreement with the **network company** that provides line 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 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** electricity and/or termination of this agreement and **you** will have 5 **business days** to remedy the breach in accordance with the notice.

### Will we tell you about disconnecting your supply?

Except in the case of an **emergency situation** or for safety reasons, or where **we** suspect **you** have tampered or interfered with the **metering equipment** or other equipment at **your premises** supplied by **us** or a **network company** or a **meter company**, **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 electricity. **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 time frame notified to **you**, **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 in respect of the action taken by **us** under this section. **We** will provide reasonable notice to **you** if **you** are likely to incur a **disconnection** fee.

Where **we** disconnect **your** electricity under this section 12 (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.

### 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**.

## 13. HOW DO YOU RESUME SUPPLY AFTER DISCONNECTION?

When **you** want to start **your** electricity supply again, please call **us**. Before **we** agree to reconnect **your** electricity supply **we** may require **you** to:

- be present at the time of reconnection;
- turn off all appliances at **your premises**;
- pay all outstanding amounts;
- make a **payment** if necessary; and/or
- pay a reconnection fee.

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

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

## 14. WHAT IF YOU WANT TO STOP YOUR SUPPLY?

When **you** move out of **premises**, **you** must notify **us** prior to moving, in order to arrange for a refund of any credit on **your meter**. If **you** intend to leave **your** present **premises**, **you** must also tell **us** **your** forwarding address.

If **you** don't give **us** notice, any electricity used at the **premises** will be debited from the **prepay meter** even if **you** are no longer at the **premises**.

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.

A charge may apply if **you** wish to change **your** electricity supply back to **postpay** plan with **us**. If **you** are not the owner of the **premises**, the owner's permission may also be required prior to changing back to **postpay**.

This agreement will cease to apply after **you** have given **us** notice in accordance with this section 14 or if **your prepay meter** is permanently **disconnected**.

**Our** standard terms and conditions for **postpay** customers will apply if **you** apply to convert **your prepay meter** to **postpay**.

## 15. OUR PERFORMANCE COMMITMENTS

**We** will supply electricity 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, the Electricity Industry Act 2010 and the Electricity Industry Participation Code 2010 and technical electricity 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.

## 16. WHAT HAPPENS IF YOU HAVE A COMPLAINT?

**Genesis Energy** is a member of the Electricity and Gas Complaints Commissioner Scheme and will deal with any complaints **you** have in relation to **your** electricity supply in accordance with the requirements of the Scheme.

If **you** have a complaint, please contact **our** InCharge Team. **Our** contact details are set out in section 1, or alternatively **you** can make an appointment to see **us** at **our** offices.

**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**.

In any event, **we** will acknowledge **your** complaint in writing within 2 **business days** after **we** receive **your** complaint. If **we** can't resolve **your** complaint straight away, **we** will give **you** a response within 7 **business days** after **we** receive **your** complaint.

If:

- you** are not happy with the way **we** propose to resolve **your** complaint; or
- we** have not resolved **your** complaint within 20 **business days**,

**You** may refer **your** complaint to the free independent dispute resolution service provided by the Electricity and Gas Complaints Commission on 0800 22 33 40 or visit [www.egcomplaints.co.nz](http://www.egcomplaints.co.nz). **You** may also refer **your** complaint to the Disputes Tribunal or the Court.

## 17. WHAT IS GENESIS ENERGY'S LIABILITY FOR LOSS OR DAMAGE?

### What will we be liable for?

**We** will not be liable to **you** (in contract, tort or otherwise) for any loss or damage **you** may suffer unless 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.

### 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 **your** wiring, problems arising because of health and safety hazards at **your premises**, and other things which **we** do not have control over.

### What is our maximum liability?

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 electricity, 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.

## 18. CAN WE CHANGE THIS AGREEMENT?

**We** may make changes to this agreement, the **network requirements**, the methods of making a **payment** to **your prepay account**, or **our price list**. If **we** make changes to this agreement, the **network requirements**, **your payment** methods, or if **we** increase the electricity 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;
- posting a notice on **our** website ([genesisenenergy.co.nz](http://genesisenenergy.co.nz));
- writing to **you**;
- emailing **you**; or
- notifying **you** by other electronic means.

or by a combination of these methods.

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 by one of the other methods set out above. **We** do not need to give **you** notice if **we** decrease **your** electricity prices or the special fees and charges set out in **our price list**.

If **we** increase **your** electricity prices by more than 5%, or increase other fees or service charges by a material amount, or change the permitted methods of making **payments** to **your prepay account**, **we** will always give **you** an individual written notice as soon as possible. If there has been an increase in **your** electricity prices, the notice will explain the reasons for the increase.

## 19. CAN YOU TRANSFER YOUR RIGHTS AND RESPONSIBILITIES?

This agreement may