



You are a Trustpower Customer

This brochure includes your
Customer Service Agreement

Effective 1 October 2016



Better together.

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Welcome to



This Customer Service Agreement contains the agreement between you and Trustpower.

It describes our commitment to provide you with a safe and reliable **energy** supply. It commits us to a professional and efficient service delivered in a fair and caring way.

It also sets out the responsibilities you have in return. Please read it through, and then keep it in a safe place. This agreement also sets out the requirements of your local **network owner**. Words in bold type are defined at the end of this agreement. You'll find we've included important information on other services you may need. Of course, if there's anything here that seems unclear, or if there's any question you want to ask, please call us **Toll Free on 0800 87 87 87**.

We also have information and useful advice on our website. Please visit **www.trustpower.co.nz**.

We're here to help.

A handwritten signature in purple ink that reads "V. P. Hawksworth".

Vince Hawksworth
Chief Executive

Trustpower's aim is to be the New Zealand energy industry leader in excellence of customer service achieved through innovation.

You can call us on
0800 87 87 87

PowerPlus: Our Customer Charter

We value you as a customer and have set some performance standards that we continually strive to achieve to ensure you receive the best service.

Prompt response

If you write to us at any time – we will endeavour to reply within four working days of receiving your letter. This may be by way of a return letter, by a phone call, or by email. Sometimes it will take longer to give you a complete answer and if that is the case we will let you know when you can expect a full response.

Energy bill queries

You can call us with a query about your **energy** bill. We will either answer your query immediately, or if that is not possible, we will endeavour to write to you, call you back or email you with an answer or a progress update within four working days of receiving your call.

Disconnection

We will not disconnect your **energy** outside of the terms of our agreement.

Planned energy shutdowns

In order to keep **energy** shutdowns to a minimum, some **network owners** now perform maintenance on lines "live." In the instance where "live" work is not possible and a shutdown is required, you will be provided with written notice a minimum of four working days in advance that your **energy** will be off. In circumstances of maintenance which is urgently required and not reasonably foreseeable, where four working days prior written notice is not possible, we will take all practicable measures to contact you by phone or email to give you as much notice as possible about the shutdown. Your **energy** supply will be restored as soon as reasonably practical after a planned shutdown.

You can call us at anytime on **0800 87 87 87** to get up-to-date information about planned **energy** shutdowns.

Getting the energy back on

Unfortunately storms, lightning, **equipment** failure, car accidents and other circumstances beyond our control can disrupt your **energy** supply. We will answer your **network** fault calls on a 24 hour basis, seven days per week and promptly notify the **network owner** that the fault exists so that it can be remedied. You can call us at anytime on **0800 87 87 87** to report a fault or get up-to-date information about existing faults. This information will be updated in accordance with **good industry practice**. No matter what the cause of the **energy** outage is we will resume supply as soon as it is reasonably practicable.

Compensation for non performance

Where Trustpower does not meet its own performance standards in the Customer Charter we will decide whether or not the particular circumstances warrant a reduction of the amount you would normally pay us and decide the level of the amount accordingly. If we decide that you are entitled to a service level payment, this will be advised to you. Any reduction made will show on your account. Some **network owners** offer payments to Trustpower where guaranteed service levels are not met. Where these apply in respect of your **network** supply point, and Trustpower has successfully obtained a payment from the **network owner**, Trustpower will make a

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payment to you by reducing the amount payable by you to Trustpower on your account. Other than paying you such amount, Trustpower will have no responsibility for any failure by the **network owner** to meet any performance standards the **network owner** has agreed to provide. If we make any compensation to you for not meeting performance or service level standards, and should you ask, we will advise you how that amount was determined.

Your Customer Service Agreement

Getting started

We look forward to supplying you with **energy**. We have a range of pricing plans to suit many different lifestyles or businesses. Please contact us for advice on the best pricing plan for you. You may change your pricing plan with us at any time (subject to qualifying for that alternative plan). If there are no **metering service** or other practical restrictions we will change your pricing plan within 5 working days.

If you move in to your **premises** you may find that the **energy** has been left on. To ensure that the supply is continued you must promptly register with us to establish a supply agreement and comply with our requirements. If your **premises** have been disconnected or it is a new connection you will need to register with us to establish a supply agreement. Once you have complied with our requirements we will arrange for the connection of your **energy** supply as soon as possible after the commencement of the agreement. There may be a **service fee** applicable for establishing your account.

You will only be liable for charges from the date the agreement commences or your occupancy or tenancy of the **premises** unless another date has been agreed. You have the rights, obligations and responsibilities set out in this agreement which include paying us for the services that we provide you. You will be taken to have understood and agreed to be bound by this agreement either by registering with us over the phone, by registering online for email bill access, or by using the **energy** we supply to you and subsequently agreeing by word or conduct with this agreement.

For a residential supply, more than one person may wish to be named as our customer. You may, for instance, be a couple or a group of flatmates. In this case, each person who is named on the account has all of the rights, obligations and responsibilities set out in this agreement. You may not assign any rights, obligations or responsibilities set out in this agreement to any other person. If you are not the owner of the **premises** to be supplied with **energy** you agree to obtain the owner's or landlord's consent before the installation of any **fittings** or meters.

The supply of **energy** under this Customer Service Agreement is not available to other energy retailers.

Protecting your personal information

To enable us to supply you with **energy** and other services and for safety and credit reasons, we need personal information from you. It's important that you ensure this information is correct, as is any other information you give us, and that you tell us if any of this information changes.

Be assured, though, that this information is strictly confidential and will be kept secure. If you would like to know where you can get information about how we collect and use personal information as well as how we disclose and store personal information about you please call us on **0800 87 87 87** and we will advise you. We do of course comply with any obligations we have under the Privacy Act 1993 and we continually monitor our processes to ensure that we continue to do so. If you would

like to know what information is held about you or how we comply with our obligations under the Privacy Act - just ask. If any information is incorrect, we will correct it at your request.

We will not give your information to anyone except:

- if you authorise us to do so; or
- for the purposes of either us or third parties offering products or services to you which we believe may be of interest to you; or
- for credit assessment or debt recovery purposes; or for supplying credit information to credit reporting agencies in accordance with the Credit Reporting Privacy Code; or
- if we are required to do so in accordance with industry reconciliation or switching rules; or
- to provide information about you to the Electricity Authority and for the Electricity Authority to provide the information to another retailer if required under the code; or
- if the **network owner** requires information for the purposes of operating the **network** or to communicate with you; or
- if they wish to pass on rebates or discounts to you, or you are a beneficiary of that person and they wish to communicate with you, or it is required to maintain trust or cooperative electoral rolls; or
- if our service providers require information for the purpose of meeting our obligations under this agreement or to communicate directly with you; or
- if a reputable market research organisation requires information about you for the purpose of conducting market research, or contacting you, on our behalf; or
- if we are legally obliged to.

You authorise us to disclose your information for the purposes listed above.

Should you wish to make public comments or statements about the products or services we provide you, or the relationship we have with you, we reserve the right to make such public comments as may be necessary to respond or correct any misconceptions or errors of fact. If you make any public comments about your account then you agree to us replying as we think appropriate using the information that we have about your account.

We may record telephone conversations that we have with you so that we may maintain accurate records of our dealings with you. We may also use taped recordings to train our staff or to monitor the level of service that we are providing to you.

Your energy supply

We agree to supply to you your **energy** requirements in accordance with this agreement. We will also provide to you **metering services**, unless we both agree otherwise. We will ensure that the **equipment** used to provide a supply to you is monitored and maintained in accordance with **good industry practice**.

We do not promise your **energy** supply will not be interrupted, as referred to under the heading "Disconnection and Interruption to your Supply of Energy" in this agreement. In addition, power fluctuations, which are called voltage spikes or dips, can occur which can damage sensitive appliances like computers, televisions, videos, microwaves, cordless phones and electronic appliances. Voltage spikes or dips happen for many reasons but often are due to:

- people using arc welders, or equipment with powerful motors like circular saws;
- running kilns or other high load appliances;



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- lightning strikes on the power lines or transformers;
- broken or cut power lines or cables, often caused by diggers;
- trees brushing power lines when swaying in the wind, or debris being blown into power lines;
- vehicles hitting **energy transmission equipment**;
- power system faults.

We will not be liable for any damage caused by voltage spikes or dips, except as set out under the heading "Loss or Damage" in this agreement.

You should protect any sensitive appliances you have from voltage spikes and dips. Power conditioners and surge protectors may help to reduce voltage spikes and dips and can be plugged into appliances or wired into your house mains. These are available from appliance stores. You may wish to contact your electrician for more specific advice. Also check with your insurance company to ensure that your property is covered in case of **energy** damage. We recommend that you purchase insurance cover for **energy** damage to your property. If you would like more information contact us on **0800 87 87 87**.

Safety

For your safety and those that are around you please call us immediately on **0800 87 87 87** if you think there is a **gas** leak or a possibility that your **energy** supply could be a hazard or danger to people or property. We are here to assist. If it is an emergency situation please call emergency services on **111**.

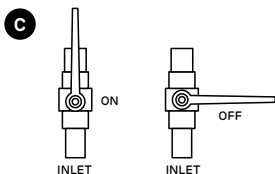
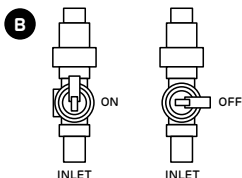
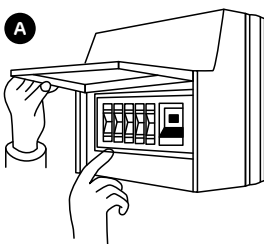
For an electricity supply, in most circumstances, you can switch off the supply at the main switch on the distribution board at your **premises** (see diagram 'A' for an example, however, there are many different types of distribution boards and main switches).

For a **gas** supply, in most circumstances, you can turn off the supply by closing the valve where the meter is located at your **premises** (see diagram 'B' for a common example). If your meter valve does not have a handle use a wrench or a spanner, and gently turn the valve a 1/4 turn clockwise (i.e. from the 12 o'clock position to a 3 o'clock position).

If the gas valve is like the one shown in diagram 'C' turn the valve a quarter turn clockwise.

Where there has been a fault or emergency situation where you or a **representative** of ours have been required to turn off your **gas** supply, please do not reconnect the supply yourself. When it is safe to reconnect the **gas** supply (e.g. following an emergency event being resolved) we will arrange for qualified personnel to reconnect your supply.

Please do not interfere with any pipes or wires that supply **energy** to your property. Make sure that only qualified personnel perform any installation, maintenance or repairs to **energy equipment** on your property. Phone us on **0800 87 87 87** if you are unsure for advice.



About our metering services

In the majority of cases a meter must be installed at each connection to measure our supply of **energy**. Unless we make other arrangements with you, we shall be responsible to provide, or arrange the provision of, the **metering services**. Different pricing options and different forms of **energy** (e.g. gas) may require separate meters.

If additional meters or meters of a different type are required for a specific pricing option, we may charge you for these.

We will ensure that meters and the associated metering services that we provide you comply with the applicable industry standards and those required by the **code**.

If the meter or meter reader fails to record your usage accurately, you will not be responsible to pay for more than our reasonable estimate of the **energy** supplied to you, where you were the registered customer at the **premises**, taking into account whether we or you contributed to the error or could reasonably have been expected to know of the error.

If you are in business you must notify us when you are planning any significant increase in load so that we can ensure that appropriate **metering services** are provided.

If ever you overpay because of any meter or meter reading error, we will promptly refund to you all overpayments made by you. If you have underpaid because of a meter or meter reading error we may invoice you for that underpayment. The amount we charge will take into account whether we or you contributed to the error, or could reasonably have been expected to know of the error, and in any event we will comply with the **code** and any applicable **regulations**.

If you think any metering **equipment** is not working properly (e.g. you have no hot water), or if it appears unsafe in any way, please call us right away on **0800 87 87 87**.

The metering **equipment** belongs to Trustpower, its contracted metering **equipment** provider or sometimes the **network owner**. Your information may be provided by Trustpower to the **network owner** or other parties where we need to for the purpose of our business or we have an obligation to do so.

The metering **equipment** must be kept at the location at which it is installed at your **premises** and should not be removed from that location. Tampering with, moving or removing metering **equipment** without our prior consent is considered a material breach under this agreement and may result in the disconnection of your **energy** supply. For the avoidance of doubt, the metering **equipment** is not and does not become (upon or following the termination of this agreement or otherwise) a fixture or fitting of the **premises** to which it is connected or a fixture or fitting that belongs to any person other than Trustpower or the party that Trustpower has procured to supply it.

If we do not offer a pre-payment meter option in your area, we will, if requested by you, provide you with information about companies that do (provided there are other options).

Letting us get to your meters

We need to arrange regular meter reading and, sometimes, the maintenance, removal, replacement or upgrading of metering **equipment**.

So we can do that, we need safe and unobstructed access to metering **equipment** on your **premises** during normal working hours: 8.00 am to 5.00pm, Monday to Friday excluding Public Holidays. We will comply with the section titled "Access" in this agreement.

If your meters are inaccessible, we may require that you provide us with access so that we can continue to supply you with **energy**. This could

include providing us with a key to your **premises**, alarm codes, or such other necessary means of access depending on the situation. We will take all reasonable care to protect any keys or information that you provide to us in accordance with **good industry practice**, the **code** and applicable **regulations**. If your previous **energy** supplier holds a key or security **code** for your property this agreement gives us permission to ask for and receive that key or security code from them.

Dogs can cause problems when our meter readers or other **representatives** call. On the day our meter readers or other **representatives** are due, please secure your dogs so that our meter reader has easy access to your meters.

If we have been unable to get to the meters, the amount of **energy** you've used may be assessed or estimated. We may also write to you and arrange for access so that on their next visit the meter reader can read the meters.

If, however, we are unable to regularly obtain **rights of access** to the meters installed at your **premises** we consider this a material breach of this agreement and we may upon reasonable notice disconnect your **energy** supply.

How often are meters read?

We will normally schedule to read the meters at least once every second month, and in any event, we will read the meters in accordance with any requirements under the **code** or other applicable **regulations**. If the meter is at a remote site or has little or infrequent use, we may read it less often and request that you read the meter at the times requested by us and advise us of those readings. If we wish to change the frequency of when we will be reading your meters we will send you prior notice.

If you would like us to read the meter when we are not scheduled to do so, we can do so, but there may be a **service fee** charged.

Think you've got a faulty meter?

If you receive a higher or lower than expected **energy** account you may suspect a faulty meter. It is important for you to call us and we will help you to identify the cause. Checking the meter reading over several days will help identify a past or on-going problem.

If either of us still believes the meter is faulty, we'll either test it on site or remove it for testing and replace it with a new manufacturer tested one. We'll advise you of the test results and retain the meter for 30 days in case you wish independent testing to be carried out. Our process for resolving meter issues will comply with the **code, good industry practice** and any other applicable **regulations**.

It is extremely rare for a standard mechanical meter to run fast. They do slow down with age or stop. There may be a **service fee** charged if you have requested the meter to be tested and it meets the applicable **regulations** and the standards required by the **code**. Please contact us on **0800 87 87 87** for the current price.

For efficiency's sake, we may repair, test, check or replace any meter at any time.

In addition, the **network owner** may also install and read check meters to ensure that our meters are giving accurate readings.

Tampering with meters is dangerous, a criminal offence and a material breach under this agreement which may lead us to disconnect your supply of **energy**.

If you have moved into **premises** where you think that meters have been tampered with or seals have been broken you must advise us immediately.

If your meters have been tampered with you will be charged for the

energy that we estimate that you would have used had the meters been working correctly. You may also be invoiced for the costs we incur (including for repair or replacement of the meters) if our investigations show that you or your **representatives** were responsible for the interference. We may also disconnect your supply of **energy** and take legal action against you.

Unmetered energy supplies

In some situations we may agree to supply you with an unmetered **energy** supply. This may include, as examples, but is not limited to, private street lighting and very small remote **energy** supplies. Where we have agreed to supply you with an unmetered **energy** supply you must provide us with, and keep up-to-date, all information we require to meet our obligations under the **code** and to the **network owner**. If you are unable to meet your obligations in respect of an unmetered **energy** supply we may install metering **equipment** and we may charge you for this. You must pay for the **energy** supplied in accordance with our unmetered **energy** rates.

Your equipment and responsibilities

You are responsible for some of the **equipment** used to supply you with **energy**. In particular you are normally responsible for the customer service line that supplies you with **energy** from the network to your **point of connection**. The diagram below depicts typical **points of connection** for an urban domestic electricity supply but these can vary depending on the **network owner's** policy and historical arrangements. If you are unsure please contact us on **0800 87 87 87** and we can put you in touch with the **network owner** so that they can advise you.

Where does your responsibility lie?



In this electricity supply example, the orange lines from the pole and the distribution box to the house are your responsibility. For **gas**, the **point of connection** is usually where your **gas** installation connects to the outlet of the **gas** metering **equipment**. However, as mentioned, the situation varies from property to property and in accordance with each different **network owner's** policies and historical arrangements.

You are responsible for any repairs or maintenance that may be required to your meter board or box and any associated fuses and wiring. You must ensure that all **equipment** and appliances past your **point of connection** comply with all **regulations**, the **distribution code** and any safety or technical standards required for connection to the **network**. You must also ensure that any installation, alteration or maintenance of such **equipment** is certified (where required) by qualified personnel. If you are uncertain of these requirements please contact a registered electrician, electrical inspector or gas fitter in your area. Energy Safety (which is part of the Ministry of Economic Development) may also be able to assist you. We can also provide information on who to contact if you call us on **0800 87 87 87**.



We're here to help

You can call us on **0800 87 87 87**

We are concerned with your safety so the failure to comply with these responsibilities and requirements may result in the disconnection of your **energy** supply.

Making payment as easy as possible

Our charges

For advice and an up to date list of **energy** prices and **service fees** for your area please call us on 0800 87 87 87. If you request a product or service that will involve additional cost to you we will, in most cases, advise you of that cost at the time. Where it is not possible for us to provide you with the cost at the time of enquiry we will provide an estimate of the cost or arrange to contact you in a reasonable timeframe with that estimate before the product or service is provided.

If any circumstances arise, or are likely to arise, where you may be charged a **service fee** we will give you reasonable notice of those circumstances before the fee is incurred. We will also advise you where it is possible how those **service fees** can be avoided.

If, for any reason, our **energy** prices are going to increase, and the increase will affect you, we will notify you as soon as possible and in any event at least 30 days prior to that change either in writing, by email or published in the local newspaper. This is provided you are not on a pricing plan that provides for **energy** price flexibility, meaning that the **energy** prices relating to the time and volume of **energy** may increase in a shorter timeframe in accordance with that plan. If our **energy** price increase will be greater than 5%, or our **service fees** increase and that increase is reasonably likely to have a material effect on you, we will communicate this to you individually in writing or by email as soon as possible and in any event at least 30 days prior to that change. We will also explain the reasons for the increase. We can, however, reduce our **energy** charges or our **service fees** at any time.

If you are on a fixed price plan and we increase the price, or make other changes that you think are detrimental to you, this agreement may be terminated by you without incurring any exit or other early termination fees.

If our **energy** prices change during a billing cycle we will pro rate the **energy** used over the period to determine a daily average usage and then apportion your bill at the different rates.

Your monthly accounts

Every month, unless otherwise agreed with you, or you are on a prepaid option, we'll send you an account for payment or a notice that your account is available if you have chosen on-line billing. This account may be paper based or in electronic form depending on your chosen option. Your account will list the previous month's transactions as well as the current month's **energy** charges and usage (or estimated usage), **service fees** (if applicable) and charges for **other services** (if applicable) that we have provided to you. The account also includes the **network owner's** charges that are charged either by the **network owner** to us, or charged by the **network owner** to you and included in our account. As some of our charges are expressed to a number of decimal points your invoice may show some minor rounding to get to whole numbers. Our account will also include the identifier numbers of all installation control points ("ICP's") that are covered by the account and the name of the **network owner** who your **equipment** is connected to.

Our **energy** charges will be based on:

- the periodic actual meter reading (ACTUAL); or
- the meter reading provided by you; or
- our reasonable estimate of **energy** used based on historical **energy** consumption information that we have for your account, or where we do not have historical information on your usage, it will be based on usage by similar types of accounts (ESTIMATE).

We will ensure that reasonable skill and care has been applied in compiling the account so that the details contained in the account are accurate. If you would like an explanation as to how estimates are calculated please call us on **0800 87 87 87** and we will provide that to you.

You'll see the words ACTUAL or ESTIMATE (or words that have the same effect) on your account. These explain the way we've worked your account out. You must pay the account whether or not the account is based on an ACTUAL or ESTIMATE amount. If your **energy** use has changed you could receive an ESTIMATE account that seems inaccurate. If this occurs phone us with your meter readings or email us the details if you have chosen on-line billing. We'll produce a corrected account with new due dates.

Paying your account on time

Our accounts are sent to you monthly and must be paid on or before the due date shown. Trustpower may offer a prompt payment discount. If this discount is offered you'll see the amount you save shown on your account. To get this discount, Trustpower or our **representative** must actually receive your full payment by the due date. Mail your payment at least three days before the due date to be sure. If you pay by one of Trustpower's direct debit options you will automatically receive any applicable prompt payment discount provided that the direct debit is successfully completed on or before the payment due date.

Unless you instruct otherwise, any payment you make will be allocated to the oldest outstanding debt on your account in the following order:

- first to pay your bond (If required); then
- to pay your **energy** charges balance; then
- to pay any **service fees**; then
- to pay your **other services** charges balance.

If you are not responsible for the lateness of an invoice:

- and the invoice is provided more than two months after the end of the period that it covers you will by arrangement 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 negotiate an appropriate discount with you.

No interest is payable on incorrect or late invoices.

Choose how you'd like to pay

There are a number of ways you can pay our invoices:

- You can make a direct debit payment, an automatic payment, or a telephone transfer from your bank; or
- You can make an internet banking payment; or
- You can use one of the bill payment gateways that are available through the Trustpower website (www.trustpower.co.nz); or
- You can make an advance payment; or
- You can pay by credit card (please note that there may be a lower rate of prompt payment discount or other **service fees** for credit card payments); or
- You can pay at any Trustpower nominated collection agent; or



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- You can pay by cheque, please post your cheque and payment slip to Trustpower Payment Processing, Private Bag 92088, Victoria Street West, Auckland 1142.

Some of these options attract a **service fee**.

Please call us on **0800 87 87 87** for more details and explanations on these payment options and any other new ones we may provide.

If any of the payment methods relevant to you are to change we will provide you with reasonable notice (being not less than 30 days) of that change and explain why it will be made.

We may need a bond

It may be necessary for us to ask for a bond when you make an application for supply, or for us to continue to supply you with **energy** if you have not maintained a satisfactory payment record with us. We will provide you with the reasons why we require a bond.

The bond will:

- depending on the circumstances, be required upon invoice with normal payment terms or before reconnection if you have been disconnected for non-payment of your account; conform with the requirements of the **code**, industry guidelines and any other appropriate legislation;
- for electricity only residential customers or for **gas** only residential customers not exceed \$150. If we supply you with both electricity and **gas** your bond will not exceed \$200. If you are a commercial customer the amount of your bond will be discussed with you.
- not bear interest;
- be repaid to you by cheque or by crediting your account after 12 months if you have kept a satisfactory payment history with us. We may at our discretion repay the bond sooner if regular direct debit payments have been made that meet our reasonable requirements. In some situations if you have not kept a satisfactory payment history with us we may hold your bond longer than 12 months but we will explain the reasons why to you; and
- be transferred to your new account if you move and continue as one of Trustpower's customers. If you do not continue as a Trustpower customer the bond will be credited against your final account and the balance, if any, paid to you by direct credit to your bank account or by cheque if appropriate.

Non-payment

Your accounts must be paid by the due date specified on your account, however, if it appears to us that for some reason you've overlooked an account and you do not have a history of late payment, we'll put a friendly reminder either in the post or by email (if you have registered for our email service) to you. If after the friendly reminder you still don't pay, or if you have a history of late payment, we may start the process to discontinue your supply of electricity and/or **gas** (as the case may be).

If your account (or any undisputed part of it) remains unpaid, we'll send you a disconnection notice in the post or by email (if you have registered for our email service) to you. We will give you at least seven working days notice to make payment. If we send you a disconnection notice you will be charged a **service fee**. The disconnection notice that we send you will specify the earliest date that disconnection may occur and that it will occur no later than 7 days from that date. All disconnection notices will include information about what you need to do to prevent disconnection. We will also provide you with a final warning not less than 24 hours before disconnection. If payment is not received we may disconnect your **energy** supply after this notice period but will only do so on a working day that is not a Friday or the day before a public holiday.

We will only disconnect your electricity or **gas** supply if the payment owing to us is related to that particular supply of electricity or **gas** or their respective **line function services** to you. Your electricity or **gas** supply will not be disconnected for non-payment of an estimated amount unless we reasonably believe that it is fair and reasonable in the circumstances to do so. In some circumstances we may require you to pay a **service fee** for disconnection.

If you're having trouble paying, or you think that something is wrong with your invoice, please get in touch with us. Don't let the problem get worse without letting us know. Our **Customer Service Representatives** can assist with payment arrangements and advice. If you do not contact us and don't pay your invoice your **energy** supply may be disconnected.

If a payment arrangement is made after a disconnection notice has been provided, no further recovery action will be undertaken while the conditions of the arrangement are being met. If however, after a short period of time, you fail to honour that payment arrangement it may result in disconnection of your electricity and/or **gas** supply (as the case may be) upon at least 24 hours notice. There is a **service fee** for making a payment arrangement.

You will be responsible to pay any costs we incur in collecting your outstanding accounts. These may include, without limitation, costs such as credit agency fees and legal and court costs. These will be added to your account and will be payable by you to us. We may use any bond or advance payment made by you to pay these amounts.

We may also charge **service fees** for the administration of late payments.

Vulnerable or medically dependent customers

We will comply with the **code** and other appropriate **regulations** in respect to vulnerable and medically dependent customers.

You are a vulnerable customer if you are a domestic customer and if for reasons of age, health or disability, the disconnection of **energy** to you presents a clear threat to your health or wellbeing, and/or it is genuinely difficult for you to pay your **energy** accounts because of severe financial insecurity, whether temporary or permanent. You can inform us at any time if you are or become a vulnerable customer.

You are a medically dependent customer if you are a domestic customer and you depend on mains **energy** for critical medical support, such that loss of **energy** may result in loss of life or serious harm. Examples of this would be where an oxygen or dialysis machine is used within the home. We require written confirmation from a doctor or District Health Board (or equivalent) that this equipment is housed within your **premises** to confirm your critical medical status.

You can inform us at any time if you are or become a medically dependent customer.

If for any reason we form the honest belief that you are a vulnerable or medically dependent customer you authorise us to consult with appropriate government authorities or agencies, private health providers or any other social agency or service provider as necessary. If, after we have informed you of the opportunity to notify us that you are a vulnerable or medically dependent customer, you have not told us, or it does not appear to us, that you are a vulnerable or medically dependent customer, we will assume that you are not a vulnerable or medically dependent customer.

Reconnections

When you want reconnection after we've discontinued your **energy** supply (or if it has been disconnected due to a safety or emergency issue) - just call us. We will let you know the procedure for reconnection.

In some circumstances we may require you to:

- pay all outstanding amounts (except when you have notified us of a genuine dispute);
 - pay a bond on your account;
 - pay a **service fee**;
 - pay any costs incurred in collecting your outstanding account;
- and/or
- agree to a payment plan or other conditions as are reasonable in the particular circumstances.

If we have disconnected your supply for non-payment and you subsequently satisfy our reasonable requirements for reconnection, we will restore your **energy** supply as soon as reasonably practicable.

Termination

Except where you have an agreement with us for a fixed term, if you no longer require us to provide **energy** and/or you would like to switch to another **energy** supplier, tell us at least three working days prior to when you want our supply to cease. In respect of your termination of supply we will comply with the industry **regulations** and the **code**. If you are switching to another **energy** supplier, the termination of this agreement will be effected in accordance with all relevant **regulations** and any accepted industry arrangements, guidelines, protocols and any other voluntary standards relating to switching that we are a party to, and we will facilitate the switch.

Please also give us your forwarding address and contact phone number if you are moving. It is essential that you tell us when you no longer require a supply of **energy** and wish your **premises** to be disconnected as, if you do not, you will continue to be liable for the **energy** charges at the **premises** for as long as it remains connected to the network and you remain the registered customer. If you wish your **premises** to be permanently disconnected, we will cease the **energy** supply as soon as reasonably practicable from the termination date specified in your notice of termination and your responsibility for the **energy** supply will cease from that date (provided that date is not retrospective). We may, at our discretion, take responsibility for the **energy** supply to your **premises** from the termination date you have specified or may safely disconnect the supply of **energy** to the **premises** as soon as reasonably practicable on or after your specified date of termination.

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

Where it is practical for us to do so we will arrange for a final meter reading on the working day closest to the day you wish our supply to cease. Alternatively we may arrange for you to provide the meter reading to us or we may estimate your final meter read. Subject to your **gas** supply provided by us being **decommissioned** your charges will cease from the time of the final meter reading and we will send a final account to you using the method previously agreed. A **service fee** may be charged depending on the method you choose to have the final reading made.

We would like to supply you with **energy** at your new **premises** if we supply **energy** in the location that you are moving to. Simply update us with your new supply information and this agreement will continue without termination.

It may be that you'd like a temporary suspension of **energy** supply. Just contact us. Remember, if a supply of electricity is suspended for more

than six months a certificate of verification is required by law to ensure the property is electrically safe. A reconnection **service fee** will normally be charged when supply is resumed.

In some circumstances we also have a right to terminate this agreement and the supply of **energy** to you. We will however only exercise this right if you make material or persistent breaches of the terms of this agreement (or if you are disconnected for not paying your account).

If you commit a material breach that is capable of being remedied we will give you reasonable notice of the need to remedy the breach so you can avoid disconnection and/or termination of this agreement.

If you persistently commit non-material breaches of the terms of this agreement we may also terminate our agreement and the supply of **energy** to you. We will only do so after we have given you reasonable prior notice taking into account the circumstances and the nature of the breaches at the time. This notice period will give you time to make alternative arrangements for **energy** supply. Non-material breaches can include, for example, but are not limited to, regular non-payment of invoices, persistent abusiveness to our staff, continued vexatious complaints, or the regular failure to grant access to your **premises** at reasonable times.

If we cease to supply you:

- you will remain responsible to pay your final account and all outstanding debts due to us (including any collection and legal costs);
- for so long as you continue to occupy the **premises** previously supplied by us, you will continue to provide **rights of access** and protect the **network owner's** and our **equipment** as set out in this agreement. However, if your new supplier wishes to remove any of our **equipment** you are entitled to authorise your new **energy** supplier to do so notwithstanding any other provision of this agreement provided that:
 - (i) you ensure our **equipment** is removed in accordance with **good industry practice** and is returned to us undamaged; and
 - (ii) you will be liable for, and shall indemnify us in respect of, any damage or loss to our **equipment**.
- this will not affect any legal remedies we may have.

Streetlighting

The streetlights throughout the towns, cities and major rural intersections are usually owned and operated by the local Council, Transit New Zealand, or the **network owner** (or jointly by them). Some shopping centre, under veranda, or right of way lighting may be privately owned.

If a streetlight near you is out or has been damaged, phone us and we will either arrange for repairs if we are able to or advise you who should be contacted.

Trustpower wants to work with you to help make our streets and your property safe.

Trees and power lines

Trees and shelterbelts can interfere with power lines. When trees touch power lines they cause short-circuiting. This means unnecessary **energy** interruption as well as **energy** spikes.

You have obligations in relation to trees under the Electricity (Hazards from Trees) Regulations 2003 as that may be amended or substituted from time to time. The purpose of these **regulations** is to protect the security of the supply of **energy**, and the safety of the public, by:

- prescribing distances from overhead electricity lines within which trees must not encroach; and

- setting rules about who has responsibility for cutting or trimming trees that encroach on overhead electricity lines; and
- assigning liability if those rules are breached; and
- providing an arbitration system to resolve disputes between **network owners** and tree owners about the operation of the regulations; and
- specify the distances trees and other vegetation must be kept from power lines.

The minimum distances from the power lines under all conditions e.g. high wind, are:

Overhead Line	Notice Zone	Growth Limit Zone
33kV – High Voltage	3.5 metres	2.5 metres
11kV – High Voltage	2.6 metres	1.6 metres
400V/230V – Low Voltage	1.5 metres	0.5 metres

A low voltage overhead power line is in most circumstances the power line between your **premises** and the **network owner's** power pole. High voltage overhead power lines are the larger lines that connect to substations or transformers.

If a **network owner** becomes aware of trees or vegetation growing in the Notice Zone they may issue you with a Hazard Warning Notice to let you know that the tree or vegetation must not be allowed to grow into the Growth Limit Zone. If vegetation grows within these minimum distances (or zones) cutting or trimming will be necessary. 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 and may also be liable for fines.

Please note that this is a basic summary and you can get more information on these regulations from Energy Safety which is a part of the Ministry of Economic Development. Alternatively you can call us on **0800 87 87 87** and we will let you know who to contact.

If trees you are responsible for are regularly trimmed it will usually not require an **energy** shutdown and charges for this and the removal or trimming of trees can be avoided. If any of your trees are near power lines and need to be trimmed, for your safety, please get professional assistance.

Please take care - it can be very dangerous for children to play in trees that may be contacting power lines.

Loss or damage

Neither Trustpower nor you will be liable to the other (in contract or in tort) for any loss or damage the other may suffer (including any actual damage to property) unless this arises due to:

- a failure to comply with the terms of this agreement; or
- a negligent act or negligent omission of (as the case may be) Trustpower or yourself (or any person for whom you are responsible);

and that loss or damage is:

- reasonably foreseeable and is directly caused by the failure, or negligence; and
- not caused by an event or circumstances beyond (as the case may be) Trustpower's or your control.

An event or circumstance beyond a party's control (a force majeure event) includes war, earthquakes, fires, lightning, storms, and other similar events, any failure resulting from any systems used by us not being date compliant except if this has arisen due to a failure to observe **good industry practice**, the failure to generate sufficient **energy**, the inability to purchase sufficient **energy**, the failure by another party to supply us with **energy** or **energy** of a certain quality or character and third party industrial disputes, but does not include a lack of financial means. If Trustpower suffers a force majeure event which affects your

energy supply we will endeavour to limit the effects as much as we are able and if your **energy** supply is interrupted, we will resume your **energy** supply as soon as is reasonably practicable.

Except as set out in this agreement under the heading "Network Owner's Liability for Loss or Damage", Trustpower will not be liable to you for any loss or damage you may suffer due to some act or omission of, or due to the negligence of, a third party, including the **network owner**, **Trustpower** or any **generator**.

Notwithstanding any other term of this agreement unless required by law, neither Trustpower nor you will be liable to the other for any loss or damage which is indirect or consequential, including, without limitation, any loss resulting from loss or corruption to any computer or electronically stored data or software.

Except in the case of supplies to which the Consumer Guarantees Act 1993 ("CGA") applies, the payment of your charges to Trustpower and any payment pursuant to any of the indemnities given by you under this agreement, neither Trustpower nor you shall in any event have any liability of any kind to the other for an event or series of closely related events exceeding \$10,000 in value, whether or not the liability is caused by the failure, or negligence, of Trustpower or yourself.

The **energy** that we supply to you and our obligations to you under this agreement will comply with the standards required under the CGA, **good industry practice**, the **code** all other legal obligations and relevant **regulations**. The rights which you may have under this agreement do not detract and are not in substitution of any rights you may have under the CGA or the Fair Trading Act 1986. If, however, you are a customer who acquires or holds yourself out as acquiring **energy** for the purposes of a business, the provisions of the CGA shall not apply.

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 LPG, or any other services we supply, to the extent that to do so would:

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

If you ever have a complaint

If you ever have a complaint please tell us. We'll try to learn from it and do better.

No one wants problems to go unresolved. Certainly, we genuinely value your custom and goodwill. Our aim is always to act in good faith to resolve any problems quickly.

If you don't feel your complaint is getting the response it deserves, there's an easy way for you to get action. Just call us and we'll assist you with our free dispute resolution process. In the first instance we will ask you to clearly outline your complaint either by phoning or writing to us.

If your complaint relates to the supply of **energy** to you, or if we have agreed with the **network owner** in your area to manage any complaints that relate to the network, then we will manage and attempt to resolve your complaint using our procedures set out below. Otherwise, we will forward your complaint to the **network owner** in your area and it will be the responsibility of that **network owner** to manage and resolve your complaint. In this situation we will advise you of the contact details of the **network owner** who will manage and resolve your complaint. In any event we will acknowledge your complaint within two working days of receiving it.

As soon as a genuine dispute is notified, we will suspend any action pending in relation to it. If it's a payment that's in dispute, we will hold asking for payment of the disputed amount until the process is worked through.

We will investigate the dispute and respond to you within seven working days of receiving your complaint with our decision or, depending on the nature of your complaint, the timeframe for a decision or other action as appropriate. We may suggest that we meet to try to talk through the dispute to reach a resolution.

If you're not satisfied with the outcome of the dispute process, or the dispute becomes deadlocked, you may at your discretion refer the dispute to the **electricity and gas complaints commissioner scheme** who provides a free and independent dispute resolution service and whose contact details are:

Electricity and Gas Complaints Commissioner

PO Box 5875

Lambton Quay

Wellington 6145

Freepost 192682

Free phone: 0800 22 33 40

Fax: 0800 22 33 47

Email: info@egcomplaints.co.nz

Website: www.egcomplaints.co.nz

Making changes to this agreement

We may from time to time change the terms of this agreement. Where minor changes are made to the terms of this agreement that more closely align it with good industry practice or mandated requirements no notice of the changes will be given. This is only so long as the changes made are beneficial and/or of immaterial consequence to you.

In all other circumstances we will give you no less than 30 days' notice of other changes by advertising that changes to this agreement are being made in your local newspaper. If the changes that are made are of a material nature we will send the notice of the change to the last postal or email address you have given us.

Unless you are notified otherwise, those changes will come into effect at the end of the notice period.

Changes to our **energy** prices and **service fees** will occur as set out under the heading "Our Charges" in this agreement.

Notices

Unless otherwise set out in this agreement, our accounts or notices to you will be:

- delivered to your property; or
- mailed to the latest postal address you have given us; or
- sent to the latest facsimile number you have given us; or
- sent to the latest e-mail address you have given us; or
- provided through a local newspaper if we consider that this is appropriate, or
- by telephone call in case of urgent requirements.

Notices will be considered to have been received by you three days after being mailed by us or our mailing agent, on the day of delivery if delivered to your property, on the day of transmission if sent by facsimile or email, or on the day of publication if provided through a local newspaper.

Other Requirements

We do not own the lines or pipes that supply you with **energy**. We have agreements with **network owners** to use their lines and/or pipes. Those

agreements require us to include particular provisions in this agreement with you.

If Trustpower and the **network owner** in your area are members of the **electricity and gas complaints commissioner scheme** then, if any of the provisions set out in this agreement are inconsistent with the terms of the **electricity and gas complaints commissioner scheme** as they relate to the rights and obligations of you and the **network owner**, then the provisions of the **electricity and gas complaints commissioner scheme** shall prevail.

Distribution code and connections

You must ensure that your **premises** comply with the **distribution code, regulations, good industry practice**, any safety and technical standards and the **network owner's** reasonable requirements set out in our agreement with the **network owner**. If you are uncertain of these requirements please contact a registered electrician, electrical inspector or **gas** fitter in your area or Energy Safety (which is part of the Ministry of Economic Development). We can also point you in the right direction if you call us on **0800 87 87 87**.

If you have more than one point of supply at your **premises** you must ensure that there is no interconnection made between those points of supply without the prior written consent of the **network owner**.

You must not connect or disconnect any **equipment** directly to the **network** without the **network owner's** prior consent.

Access

You will give us, the **network owner** and our respective **representatives' rights of access** for the purpose of:

- installing, upgrading, testing, inspecting, maintaining, repairing, replacing, operating, reading or removing our or the **network owner's equipment** (including upon termination of this agreement) and for any other purpose related to our agreement with the **network owner**; and
- verifying metering information; and
- ascertaining and remedying the cause of any interference to the quality of the **line function services** being provided by the **network owner** to any person; and
- protecting or preventing danger or damage to persons or property; and
- connecting or disconnecting the supply of **energy**; and
- any other purpose related to the above activities or the **network owner's** rights or benefits conferred under or pursuant to our agreement with the **network owner**.

If we, or the **network owner** or our respective **representatives** are unable to obtain **rights of access** to **equipment** installed at your **premises** we may upon reasonable notice disconnect your **energy** supply.

Except in routine situations (such as, for example, reading or inspecting a meter that is located on the outside of a building) or emergencies, before accessing your property, we, the **network owner** or our respective **representatives** will provide written notice to you:

- when we or they will be accessing your **premises**; and
- provide the reason why we or they are accessing your **premises**.

The notice will be given:

- at least 10 working days prior to entry if we, the **network owner** or our respective **representatives** intends to enter the **premises** to undertake construction, upgrade, repair or maintenance work (or any other time agreed by we, the **network owner** or our respective **representatives** and you); or

- within a reasonable timeframe where we, the **network owner** or our respective **representatives** intends to inspect or operate any **equipment** used in, or in connection with, the generation, conversion, transformation or conveyance of **energy**.

When accessing your property, we, the **network owner** or our respective **representatives** will:

- take reasonable steps to minimise any direct impacts on your premises and any inconvenience to you; and
- comply with any of your reasonable requirements (such as, for example, the time of entry, leaving gates as found, driving in a safe manner and taking reasonable steps not to disturb stock, avoiding access through specific areas).

We, the **network owner** or our respective **representatives**, when accessing your **premises**, will:

- carry identification that shows they are authorised **representatives** of us, the **network owner** or our respective **representatives** and present this identification on request; and
- identify themselves to you before entering your property; and
- act courteously, considerately, and professionally at all times.

Our procedures for ensuring the secure storage, use of and return of any keys and/or other security information that we have for your **premises** that is in our or a third party's possession are available on request – please call us on **0800 87 87 87**.

The **rights of access** are in addition to any right of access the **network owner** may have under statute or regulation.

Equipment housed at your premises

You undertake to provide and maintain, at no cost to the **network owner** or us, suitable space for the safe and secure housing of the **network owner's** and our **equipment** as deemed necessary by the **network owner** or us to be housed at your **premises** and you agree to protect such **equipment** against interference and damage. You further agree to comply with any reasonable requests about such protection made by the **network owner** or us. You also agree to inform us of any damage or destruction to the **network owner's** or our **equipment**. The **network**, including any part located on your **premises**, is and shall remain the sole property of the **network owner**. No provision of this agreement in relation to the **network** confers any right or interest in such property on you. However, in the case of **gas**, unless otherwise indicated, the **network owner** shall not be responsible for any pipe work and **equipment** installed downstream of the delivery point at your **premises**.

You will not, and you will ensure that your **representative** and material and vegetation does not, interfere with or damage any of the **network owner's** or our **equipment** or the immediate connections to that **equipment** (including after termination of this agreement) without the prior written consent of the **network owner** or us, as the case may be, except to the extent emergency action has to be taken to protect the health and safety of persons or prevent damage to property. You will not and you will ensure that your **representative** does not, use any of the **network owner's** or our **equipment** in breach of any legal requirement or so as to endanger the safety of any person.

You will notify us as soon as possible of any occurrence or any event that could affect the **network** or the **network owner's** ability to operate the **network**, or in the case of **gas**, of any signs of damage, **gas** leakage or other abnormalities.

You will indemnify us and we will indemnify you for any liability you or we may have to the **network owner** for any damage to the **network owner's equipment** caused by your or our (or your or our **representative's**)

negligence or willful act or omission, or failure to provide the protection required by this agreement.

Disconnection of your supply of energy

In addition to our and the network owner's other rights of disconnection under this agreement, your energy supply may be disconnected after notice (where that is practical) for the following material reasons:

- If you fail to grant **rights of access** as required in this agreement (including where this is caused by abusive behaviour to our staff or by the presence of uncontrolled animals such as dogs);
- If your **equipment** does not comply with our agreement with the **network owner** or this agreement;
- you fail to remedy a cause of interference after due notice as referred to in the **distribution code** or this agreement;
- if you persistently fail to ensure that the power factor meets the prescribed minimum as referred to in the **distribution code** or this agreement; or
- if there is an unforeseen **gas** supply or transmission event where load shedding is required and you have not responded to our request to cease taking **gas** from the network; or
- if this agreement is terminated and you have not switched to another **energy** supplier.

Unless the reasons for the disconnection are urgent (such as in an emergency or safety situation), we'll send you a disconnection notice in the post or by email (if you have registered for our email service) to you. We will give you at least seven working days' notice of the disconnection. The disconnection notice will include information about what you need to do to prevent disconnection. We will also provide you with a final warning not less than 24 hours before disconnection.

Interruption to your supply of energy

Your **energy** supply may also be interrupted for emergency, maintenance, urgent safety reasons, or for the failure of the upstream transmission system. Where an interruption to your **energy** supply is foreseeable and can be planned in advance you will be provided with written notice a minimum of four working days prior to when your **energy** will be turned off. In some circumstances, however, urgent maintenance may be required which was not reasonably foreseeable. Where this occurs, and four working days prior written notice is not possible, we will take all practicable measures to contact you by phone or email to give you as much notice as possible about the shutdown. Your **energy** supply will be restored as soon as reasonably practical after a planned shutdown. You can call us at anytime on **0800 87 87 87** to get up-to-date information about planned **energy** shutdowns.

We and the **network owner** do not promise that your **energy** supply will be without interruption, that the **network** will be fault-free, or that the **energy** supplied to you will comply with any particular specifications, however, we aim to provide you with, at all times, a safe, reliable, and good quality service in accordance with the **code**, all statutory requirements and **regulations**.

If we have agreed a price option under which we can remotely interrupt the supply of **energy** to some of your **equipment** (such as water heating), the **network owner** or we may, without notice, temporarily suspend the supply of **energy** to that **equipment**.

We may also restrict or ration your **energy** supply if abnormal physical or economic supply conditions exist. This may include for example but without limitation, where there are local or national **energy** shortages or capacity constraints, instances of extreme wholesale **energy** prices, or where rationing is required as part of an **energy** industry rationing plan. We will

notify you in the most practicable manner if this is to occur and will further notify you as soon as we are able when normal service is to resume.

Your effect on the quality of supply

If the characteristics of your **equipment** or demand interferes with the quality of supply of **energy** to any other person or interferes with the operation of any of the **network owner's** remote signal services or other **equipment**, you must, upon the receipt of notice from us (or them), remedy the interference at your cost as soon as practicable and, in any event, within a reasonable period specified in that notice.

If we agree to supply you with electricity under this agreement you must ensure that the mean power factor of demand that is placed by you on the **network** must not be less than an average of 0.95 lagging across the whole supply to you per month. You also agree to use all reasonable measures to ensure that the level of harmonic voltages and currents injected back into the **network** from your **premises** conform with applicable codes of practice, any **regulations** and the **code**, insofar as the harmonic disturbances results from a cause within your control.

You must not convey or attempt to convey or receive any signal or other form of communication over the **network**, or any part of it, other than from us or the **network owner**, or cause or permit any other person to do so, without the prior written consent of the **network owner**.

Failure to comply with these standards after reasonable notice from us or the **network owner** may result in disconnection of your **energy** supply.

If we become liable to any third party as a result of interference caused by you or **equipment** under your control you must compensate us to the full extent of such liability and for all associated costs incurred by us.

Information given to the network owner

You specifically authorise us to collect, use and disclose information about you to the **network owner** for the purposes of our agreement with the **network owner**.

Network owner's liability for loss or damage

If the **network owner** does cause you loss or damage you may wish to advise us.

It will be a decision, in Trustpower's sole discretion, whether to seek to recover any sum from the **network owner** or any other party in respect of the loss or damage you have suffered. If we recover any sum from the **network owner** or any other party we will forward to you the amount so recovered (less our reasonable costs of recovering such sum) which is applicable to you. If we do so, and should you ask, we will advise you how that amount was determined. Other than paying you such amount, Trustpower will have no liability to you in respect of any defaults by the **network owner**.

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

Without limiting the foregoing, if you are obtaining **energy** pursuant to this agreement for the purposes of a business, the CGA shall not apply to that supply and the provision of the **line function services** for the purposes of that supply, but otherwise does not limit your rights under the CGA.

In addition, except as expressly set out in agreement, all warranties, guarantees or obligations imposed on us, or the network owner, in relation to goods or services provided by us, or the network owner, by the Consumer Guarantees Act 1993 or any other law, are excluded to the maximum extent permitted by law. Irrespective of the condition that you will not on-sell energy if you on-sell energy to another person, you

must ensure that all agreements you have with the end-consumer include provisions to this effect.

Direct agreements with the network owner

If you have a direct agreement for **line function services** with the **network owner** the provisions set out in the section of this agreement headed "Other Requirements" that relates to your obligations to, and the rights of, the **network owner** do not apply to you but this will not affect your obligations to us and our rights set out in this section of the agreement headed "Other Requirements".

If you are connected to a **network** where the **network owner** requires a direct agreement with you for the provision of **line function services**, you must comply with the terms of that agreement, or in the case of a new connection to the **network**, the **network owner's** standard terms and conditions. Any complaints related to the services provided to you under a direct agreement with a **network owner** should be referred to the **network owner**.

Trustpower websites – specific warning

If you use any of the Trustpower websites you must take your own precautions to ensure that the process that you employ for accessing the Trustpower websites does not expose you to the risk of viruses, malicious computer code or other forms of interference that may damage your own computer system.

For the avoidance of doubt, we do not accept responsibility for any interference or damage to your computer system that arises in connection with your use of the Trustpower websites or any linked website.

You are responsible for ensuring that passwords for access to your account details on our websites are kept confidential.

Other conditions

Our agreement with you is dependent on us having a valid contract with the **network owner**. In the event that our agreement with a **network owner** ceases, which results in us being unable to supply you with **energy**, our agreement with you as to the supply of **energy** to your **premises** connected to that **network** will also automatically terminate. In such a case, we or the **network owner** may disconnect your **premises** from that **network**. Termination of this agreement shall not affect the rights of either party that accrued prior to termination.

If we have or are likely to have a receiver, liquidator, administrator or other similar officer appointed, we will take all reasonable steps available to us to ensure that you continue to receive an **energy** supply.

If any terms of this agreement are, or become, ruled invalid, it will not affect the remaining terms of the agreement, which will remain in effect.

Putting This Agreement in Place

Subject to any changes that may be made to this agreement from time to time as advised to you, this agreement constitutes the entire agreement between you and us and supersedes all previous agreements and undertakings.

We may transfer or assign any or all of the obligations that we have under this agreement to someone else where in good faith we do not believe it would be detrimental to you (including another **energy**

retailer). Where we do this we will notify you that the agreement is being transferred to another party and let you know where you can access the information that you need to contact the other party and when the transfer will take place. If Trustpower commits an "event of default" as that term is defined in the **code** the Electricity Authority (or its successors or assigns) may assign Trustpower's rights and obligations under this agreement to another **energy** retailer ("The recipient retailer"). The terms of this agreement may be amended upon assignment to the recipient retailer to:

- the standard terms the recipient retailer would have offered to you immediately before the event of default; or
- such other terms that are more advantageous to you than the standard terms as the recipient retailer and the Electricity Authority agree; and
- include a minimum term in respect of which you must pay an amount for cancelling the contract before the expiry of the minimum term.

The terms set out in this section of the agreement headed "Other Requirements" provide benefits for the **network owner**, their **representatives** and the Electricity Authority and are enforceable by the **network owner**, their **representatives** and the Electricity Authority pursuant to the Contracts (Privacy) Act 1982.

We may also subcontract or delegate the performance of any of our responsibilities under this agreement.

Definitions and Interpretation

Clause and other headings must be ignored in construing this agreement and references to the plural include the singular and vice versa. In this agreement, Trustpower, we, our, or us are used when referring to Trustpower Limited (or any assignee), and we say you when referring to you, our customer. The following terms have the following meanings:

"code" means the Electricity Industry Participation Code 2010 and the gas industry rules and regulations as may be amended or substituted from time to time.

"decommissioned" means the permanent disconnection of your **premises** and removal of your installation control point 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.

"distribution code" means the relevant standards (by whatever name called) as may be issued and amended by the **network owner** from time to time which must be met by your **premises** for continuing connection to the **network**, and other related matters.

"electricity and gas complaints commissioner scheme" means a body that has been set up for the resolution of customer complaints, whether established by statute or by voluntary agreement, to which Trustpower is a party.

"energy" means electricity and/or gas.

"equipment" means any **fittings** or other **equipment** that form part of the system that supply **energy** to you.

"fittings" means wires, pipes, plant and **equipment** used in the delivery or use of electricity or **gas**.

"gas" means natural gas.

"generator" means any person who generates or wholesales **energy**.

"good industry practice" means the exercise of that degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person engaged in the same type of undertaking under the same or similar conditions in New Zealand at that time.

"line function services" means the provision, maintenance, and operation of **fittings** in accordance with our agreement with the **network owner** for the supply of **energy** to your **premises**.

"metering services" means the provision and maintenance of meters, relays, ripple receivers, collection of data from the meters and ancillary services as determined by Trustpower.

"network" means the **network owner's** system for the conveyance of **energy**.

"network owner" means the person that owns or operates the **network** to which your **premises** are connected.

"other services" means any and all additional services provided by us to you (excluding **energy**, bond and **service fees**) and includes for example, but is not limited to, **metering services** and telecommunication services.

"person" includes a corporation.

"point of connection" means the point at which the responsibility for the **equipment** that supplies **energy** transfers between the **network owner** and you.

"premises" means any premises all or part of which you occupy or on which metering or other **equipment** is installed.

"regulations" means the Electricity Industry (Enforcement) Regulations 2010, the Gas Act 1992, technical electricity and **gas** codes of practice, and other relevant regulations, guidelines, protocols, industry standards and codes of practice as may be amended or substituted from time to time.

"representatives" means directors, officers, employees, agents, contractors, professional advisors, invitees, or other authorised persons, or persons for whom a party is responsible.

"rights of access" means:

- safe and unobstructed access to and within your **premises**;

and

- reasonable use of facilities and amenities available to you and ordinarily used in association with our or the **network owner's equipment**; and
- the right to gain immediate access to your **premises** for meter reads and disconnection and reconnection services or where we or the **network owner** reasonably believe there is immediate danger to persons or property.

"service fee" means a charge for services provided such as (but not limited to) account establishment, reconnections, disconnections, disconnection notices, payment dishonours, arrangement fees, lodgement and agency payment arrangements, internal fault call outs, non-registration administration, tariff changes or tariff combining, special or final meter reads, meter tests, and other sundry services provided as determined from time to time by Trustpower.

"Transpower" means Transpower New Zealand Limited, its successors and assigns, and any other entity or entities which at any time operates the principal national electricity distribution system, or any substantial part of that system.

“vulnerable customer” means a customer who has told us, or about whom it appears to us, that disconnection of **energy** at their **premises** presents a clear threat to their health or well-being or of a member of their household, or who has mains powered equipment for critical medical support.



Trustpower Limited

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