



## **Retail Electricity Supply**

### **Terms and Conditions**

**(As of July 2018)**

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## **1 Status of Agreement**

1.1 You can apply to join us by completing a customer Sign Up Form.

1.2 Before accepting you as a customer, we need to check that you meet our acceptance criteria which include all of the following:

- you must meet our credit criteria;
- you accept our standard terms and conditions;
- if requested, you must provide us with evidence of your tenancy or occupation at the Premises;
- we have any other reasonable grounds not to provide you with electricity.

In some cases, we need to ask for a Bond. The circumstances when a Bond will be required are set out in clause 10.1.1.

1.3 A contract between you and us is formed on these terms and conditions and any Specific Terms and you will be liable to pay our charges:

1.3.1 when we accept your Customer Sign Up Form; or

1.3.2 when you first use electricity supplied by us after you have received notice that these are the terms and conditions on which we are prepared to supply electricity to you, whichever occurs first. You will only be liable to pay for electricity consumed from the date of ownership or tenancy (unless otherwise agreed between you and us).

1.4 Once a contract is formed, all electricity supplied by us to you at your Premises prior to formation of the contract is deemed to be covered by the contract and you will be liable to pay our charges for that electricity in accordance with these terms and conditions.

1.5 If you are on Premises where there are multiple connections to the Network you should register each connection with us to ensure a continual power supply.

## **2 Moving Premises**

2.1 If you move Premises and you were our customer at your previous Premises you need to tell us and give us the address of your new Premises. There may be a fees associated with disconnection from your previous Premises and we may require you to re-apply to join us. We need a final Meter reading from your previous Premises and an initial Meter reading from your new Premises. Your options for arranging this are set out in clauses 11.4.2 and 10.4.3.

## **3 Switching to us**

3.1 If you are switching to us from another Retailer, whether you are staying in the same Premises or moving to new Premises, we will arrange the switch with your existing Retailer. However, to complete the switch:

3.1.1 You must apply to join us under clause 1.1;

3.1.2 You authorise us to act as your agent in connection with the transfer of any key to, and/or other security information for, your Premises from your existing Retailer.



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The switch may occur within a few days but will occur within a maximum of 10 days. The actual date on which the switch occurs will be determined by both your existing Retailer and when the new Meter is installed.

#### **4 More than one person on the same Account**

4.1 Any number of people may join as customers under this contract. However, each customer is individually and jointly liable for all money owing to us and all other customer responsibilities while he or she is a customer. Each such customer may exercise all rights under this contract.

4.2 You must advise us if you no longer wish to be a joint customer. We may require the remaining customers to enter into a new contract. If you wish to terminate this contract, you need to follow the steps in clauses 18.1.1 and 18.1.2.

4.3 When you cease to be a joint customer, you are still liable for all customer responsibilities that arose while you were a customer.

4.4 You may nominate a person to make decisions for you under this contract. However, you are still responsible as a customer.

4.5 You can nominate one or more people as a preferred contact. A preferred contact is a person who has agreed to assist if a disconnection or payment issue is pending. A preferred contact could be a family member or friend, or a social agency. If you are facing disconnection we will make reasonable endeavours to contact any preferred contact.

#### **5 Protecting Information About You**

##### **5.1 Your information**

5.1.1 To become our customer, we need you to provide us with certain information. We may not be able to process your application if the information is not provided. You must tell us promptly if any of this information changes.

5.1.2 Without limiting the above, we may obtain a minimum of the preceding 12 months of Energy consumption data from your previous Energy retailer to assist us to supply you with electricity and associated services, and to maximise the benefit of such services to you.

5.1.3 We may use any information we collect and hold about you for any or all of the following purposes:

- (a) To supply electricity to you;
- (b) To invoice you;
- (c) To carry out credit checks or debt collection;
- (d) To send you notices or contact you;
- (e) To meet the requirements of the Electricity and Gas Complaints Commissioner (EGCC) Scheme to resolve complaints;
- (f) To meet the requirements of the owners or operators of the Grid or Network;



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(g) To address mail to new occupants c/- your name on rural delivery routes, if necessary to ensure that mail is delivered to new occupants at your old address.

5.1.4 We may record telephone conversations with you. We do this to:

- (a) Help train and monitor our customer service staff;
- (b) Confirm our contractual commitments with you; and
- (c) Help resolve any disputes.

5.1.5 To become our customer we may collect personal information about your directors and/or shareholders (e.g. through surveys, credit checks etc). We store any such personal information on our in-house confidential servers that are only accessible by our own staff.

5.2 Contacting Work and Income and nominated person

5.2.1 You are a Vulnerable Customer if disconnection of electricity at your premise presents a clear threat to the health or well-being of you or a member of your premise. This could be because of age, health or disability. You can inform us at any time if you are or become a Vulnerable Customer.

(a) If:

- (i) for any reason we form the honest belief that you are a Vulnerable Customer; and
  - (ii) you do not make regular bill payments and your supply is at risk of disconnection; and
  - (iii) we have provided you with all the assistance we are reasonably able to; and
  - (iv) you are still unable to make your payments;
- you authorise us to consult with Work and Income.

(b) If you are not a Vulnerable Customer, you can still agree that we consult with Work and Income if:

- (i) you do not make regular bill payments and your supply is at risk of disconnection; and
- (ii) we have provided you with all the assistance we are reasonably able to; and
- (iii) you are still unable to make your payments.

5.2.2 If you have nominated a person with whom we can discuss the details of your Account under clause 4.5, we may also discuss financial assistance with that person.

## **6 Confidentiality**

6.1.1 Any Personal Information obtained by us will be held and used by us in accordance with the Privacy Act 1993.

6.1.2 Under the Privacy Act, any person to whom such Personal Information relates may at any time request access to (or if necessary) correction of, that information. Our contact details are set out on page 1.

6.1.3 We may also disclose information about you to:

- (a) Any other person who is a joint customer under this contract;
- (b) Credit reporting and debt collection agencies;
- (c) The Office of the Electricity and Gas Complaints Commissioner (EGCC) Scheme in connection with any complaint made by you;
- (d) The Distributor and/or the trust or co-operative that owns that Distributor so that they may pass on rebates or discounts, or prepare electoral rolls of trust beneficiaries;
- (e) The operator of the Grid or Network for the running of their respective networks;



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- (f) Any person we are required by law to provide with information about you;
- (g) Any other company within our corporate group;
- (h) Simply Energy Limited, who provide metering, data management, reconciliation and invoicing services for us.

6.1.4 By entering into this contract, you authorise any person to provide us with such information about you as we may require in response to our queries and for any of the purposes set out above.

## **7 Our Performance Commitments**

7.1 Subject to clause 7.2, we have set ourselves the following performance commitments for our customers:

7.1.1 Invoice queries: Time to correct any errors in your invoice or Meter estimates, once notified: ten (10) Working Days.

7.1.2 Generic queries: Time to respond to generic queries, once notified: ten (10) Working Days.

7.1.3 Prompt invoices: Subject to clauses 11.3.1 and 9.1.1, we will send you an invoice for your actual or estimated electricity use at least every month, unless the price plan you choose provides otherwise.

7.1.4 New connections: Time for “livening” standard new connections (i.e. where all necessary equipment is in place, line upgrades or extensions are not required and other requirements are met):

twenty (20) Working Days. The time for “livening” other new connections will be as agreed between us and you. If we are not supplying electricity at the commencement of the Contract, we will endeavour to commence supply as soon as possible after commencement.

7.1.5 Faults: Time to send a representative to investigate a fault affecting the supply of electricity to you, once notified: 24 hours. An additional fee may be charged if you need a representative outside our normal working hours. We will inform you of any additional fee before sending a representative. If the fault is found to be internal to your Premises or in relation to your Customer Service Line you will be charged the costs involved in repairing the fault. You will not be charged if the fault is found to be on the Network.

7.1.6 Investigation of power quality: We will investigate and respond to you within ten (10) Working Days of receiving a complaint from you regarding power quality. If the investigation cannot be completed within five (5) Working Days, we will provide an estimate of the time it will take us to complete the investigation.

If you tell us that you are concerned about voltage, we will install equipment at your Point of Connection to measure voltage sags. Our obligations regarding quality and reliability are set out in clause 15.1.1. If the voltage is measured at your request and is within the required limits you will be charged the costs involved in measuring the voltage. You will not be charged if your voltage is measured and found to be outside acceptable limits.

7.1.7 Meter reading: Time for arranging a final Meter reading: five (5) Working Days.

7.1.8 Complaints: Time to investigate a complaint you may make to us about our services: twenty (20) Working Days.



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7.1.9 Planned interruptions to supply: We will communicate the duration of planned interruptions to your supply in accordance with clause 15.2.2 and we will use reasonable endeavours to ensure that any interruption does not continue after its scheduled duration.

7.1.10 Unexpected interruptions to supply: Unexpected interruptions to your supply can happen for various reasons (including if you breach your obligations set out in clauses 14.1.3 to 14.1.5). After learning of an unplanned outage on the Network, we will restore your supply within a period of time advised by the Network.

7.1.11 Controlled load management: If you have a controlled load pricing option, i.e. a price plan that allows the Distributor to remotely control the supply of electricity to some or all equipment in your Premises, some of your electrical appliances (e.g. hot water cylinders and night store heaters) will be switched off from time to time. Controlled load periods will be limited to those set out in our price schedule and we will respond to controlled load system faults within the timeframes set out in clause

7.1.5, after you have advised us of the problem.

7.1.12 Lines services: We will ensure that equipment used in the provision of Lines Services for delivery of electricity to you will be monitored and maintained in line with good industry practice prevailing in New Zealand.

7.1.13 Good industry practice: In any event, we will ensure that our service standards are consistent with good industry practice prevailing in New Zealand. We will supply electricity in accordance with other codes of practice and relevant industry protocols.

7.1.14 Requests that involve additional costs: where you request a product or service that involves an additional cost, we will advise you of the additional cost at the time you make the request (or provide an estimate).

7.2 We may be prevented from meeting the performance commitments in clause 7.1 due to an act, event, omission or accident beyond our control including, without limitation, an act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, fire, flood, earthquake, lightning, storm, significant Grid, generator or Network

failure, your acts or omissions or any defect or abnormal conditions in or about your Premises, or in the circumstances set out in clauses 15.2.1.c to 15.2.1.f.v. In these circumstances, we will meet the performance commitments as soon as reasonably practicable.

## **8 Our Prices and Fees**

### **8.1 Our prices**

8.1.1 If there are Specific Terms, you agree to pay the prices (plus GST) set out in the Specific Terms for electricity supplied to your Connection Point and associated services. You also agree to pay such prices (plus GST) as we may from time to time charge you for electricity and associated services not expressly covered under your Specific Terms, including in circumstances where the services provided are in addition to those services with specified rates identified in your Specific Terms.

8.1.2 If there are no Specific Terms, or the Specific Terms have expired, you agree to pay the prices (plus GST) for electricity and associated services as notified to you by us from time to time



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8.1.3 Some price plans may require additional Meters. You may be charged for changes you require to any Meter or other equipment required for the price plan you choose. We will advise you of any such additional costs when you choose your price plan.

8.1.4 If you join us but do not choose a price plan, we will put you on a price plan that we consider best meets your needs.

## 8.2 Our fees

8.2.1 We also charge fees for services provided under this contract. Our fees are set out in our fees schedule.

## 8.3 Price changes

8.3.1 We may only increase our prices and fees for other services provided under this contract after giving you at least thirty (30) days' notice, unless we have agreed to give you more notice under an alternative pricing plan. The notice will be given at least 30 days in advance but in any event as soon as possible (i.e. at least 30 days but longer if this is possible). We will give notice:

- (a) By emailing you and posting the information on our website; or
- (b) In accordance with clause 17.1 if we increase our prices by more than 5%.
- (c) Where a fee or service charge increases by more than 5% and the increase is reasonably likely to have a material effect on you. In that case, and where the total invoiced price increases by more than 5%, the notice will be given as soon as possible, rather than the 30 days before the change takes effect.

8.3.2 If we increase our prices we will explain the reasons for the increase when we give you notice in accordance with clause 8.3.1 and show the breakdown of charges for electricity supplied and for distribution of that electricity in accordance with clause 9.4.5.

8.3.3 If we apply a price change between invoices, we may average out the electricity you used over the period (to calculate your daily average usage) and prorate your charges accordingly.

8.3.4 We may decrease our prices at any time without the need to give you thirty (30) days' notice (or any notice at all).

8.3.5 We will give you reasonable notice if circumstances arise, or are likely to arise, where a fee may be incurred. We will give you reasonable notice of those circumstances before the fee is incurred. The notice will explain how you can avoid the fee. This may be by notifying us why the fee should not be payable, or by taking action so that the fee does not become payable – such as paying before a late payment fee. If you believe that the fee should not be incurred you can advise us, outlining reasons why, and if we are in disagreement you may make a complaint under clause 9.1.5.

## 8.4 Change in lines charge

8.4.1 If there is a decrease in the price we are charged by the Distributor, we will detail the components of this change within three (3) months of announcement of the change by the Distributor whether or not we change our prices and fees. If we do not decrease our prices and fees we will provide an explanation for this.

8.4.2 If there is an increase in the price we are charged by the Distributor and our price or fees increase as a result, we will detail the components of this change in the notice we send you in accordance with clause 8.3.1 and provide an explanation for the increase.



## **8.5 Change in metering charges**

8.5.1 If there is a decrease in the price we are charged by the Meter Equipment Provider, we will detail the components of this change within three (3) months of announcement of the change by the Meter Equipment Provider whether or not we change our prices and fees. If we do not decrease our prices and fees we will provide an explanation for this.

8.5.2 If there is an increase in the price we are charged by the Meter Equipment Provider and our price or fees increase as a result, we will detail the components of this change in the notice we send you in accordance with clause 8.3.1 and provide an explanation for the increase.

## **8.6 Change in plan**

8.6.1 If you wish to change your pricing plan, products, or services to another pricing plan, product or service offered by us, then:

- (a) you may ask us to make the change; and
- (b) subject only to any reasonable restrictions applying to the pricing plan, product or service, we will make the change; and
- (c) the change will occur within one month (billing period) and the fees incurred will be as shown on our website

## **9 Invoices and Payment**

### **9.1 Our invoices**

9.1.1 We will send you an invoice for your actual or estimated electricity use at least every month, unless you and we agree otherwise.

9.1.2 We will charge you according to your price plan, together with any relevant fees incurred under our fees schedule.

9.1.3 If your price plan includes fixed charges, we will itemise these fixed charges separately.

9.1.4 Our invoice will show:

- (a) the quantity of electricity supplied (or estimated to have been supplied);
- (b) the charges for the electrical energy and Lines Services supplied to you;
- (c) a statement to the effect that a breakdown of the charges for electrical energy and for distribution of that electrical energy is available on our website or by calling us (the statement will include our website address and telephone number)
- (d) any charges for goods or services you have asked us to provide other than electricity and Lines Services; and
- (e) a clear due date.

9.1.5 If you would like to know what the Distributor's charges for distribution of that electrical energy are you will find information on the 'assumptions page' of the price comparison tool on our website [www.superpower.co.nz](http://www.superpower.co.nz) We will also provide you with this information if the Distributor's or our charges change, and in any event, at least once a year.

9.1.6 Our invoice will include the name of the Distributor and the identifying numbers of all ICPs on your property.

9.1.7 You can use this number to access information about faults/unplanned interruptions as well as to report faults and to obtain information about planned interruptions.



9.1.8 For information on your invoice call 0800 473 558 (Ext: 1) during business hours or email sales@superpower.co.nz

## **9.2 Estimated invoices**

9.2.1 If your Meter has not been read for the period covered by an invoice, we will make a reasonable estimate of your likely electricity use during the invoice period.

9.2.2 If your invoice is based on an estimate, we will say so on your invoice. If you ask, we will explain the basis of our estimate.

## **9.3 Delivery of invoice**

9.3.1 We will send our invoices to you by email

9.3.2 You will be deemed to have received your invoice on the same day as the email is sent.

## **9.4 Customer to pay invoice**

9.4.1 You must pay our invoices in full by the due date on the invoice, whether it is based on actual or estimated electricity use. You may not set off any of the amount you may owe to us under this contract against an amount that we may owe to you.

9.4.2 If you think our invoice has an error, please contact us so we can clarify any issues. Our contact details are set out on page 1.

9.4.3 If you dispute part (or all) of any invoice, you must still pay the undisputed amounts.

## **9.5 Billing errors**

9.5.1 If within 18 months of the date of any statement issued it is found that either party has been undercharged or overcharged, then the matter may be re-opened for determination by either party giving notice to the other party. The appropriate adjustment shall be made between the parties within 20 Business Days of the adjustment being determined. No statement may be re-opened after 36 months from the date of the statement.

9.5.2 A billing adjustment may be made between the parties for inaccurate measurements or recordings by the Metering Equipment or for an error resulting from inaccurate information or miscalculation as to the quantity or price of electricity purchased by one party from the other.

## **9.6 Important advice**

9.6.1 You should choose a payment option that enables you to pay our invoice on time, avoid unnecessary fees and take advantage of available discounts. If you do not make any payment when due, in addition to any other remedies, we may:

- (a) Charge you interest for late payment at 5% above our current bank overdraft-lending rate as notified to you by us. Interest will accrue daily from the due date for payment until payment is made and will be payable by you on demand.
- (b) Recover from you any cost, expenses or disbursements incurred by us in recovering money from you, including without limitation, debt collection agency fees and legal fees.

9.6.2 If you have a debt owing to us from a previous Account, we may transfer this debt to a current Account that you hold with us. The amount owing must be paid in accordance with the terms of the previous Account, unless we agree otherwise, but a default in payment may be treated by us as a default under this contract.



9.6.3 If you fail to pay our invoice, your electricity supply may be disconnected. This is explained further in clauses 15.3.1 to 15.3.4.

9.6.4 If you are having difficulty paying our invoices, please let us know. Our contact details are set out on page 1. We have policies, payment plans and metering solutions which may help you manage your payments. In addition, we can provide contact information for social agencies and Work and Income who may be able to assist.

## **9.6 Payment options**

9.6.1 You can pay our invoices in a variety of ways:

- (a) Recurring direct credit card payment;
- (b) direct debit authority;
- (c) Internet Banking; and
- (d) DPS payment transferred from your bank account.

9.6.2 Where our payment options are to change, we will provide at least thirty (30) days' notice to you along with information to explain the changes.

## **9.7 Fees + discounts**

9.7.1 Some payment options incur service fees.

9.7.2 We may offer a discount depending on your payment method and if you pay on time. The details of any discount offered will be shown on your invoice.

9.7.3 Please note that if your payment is dishonoured, we may charge you a dishonour fee.

## **9.8 Invoice errors and late invoices**

9.8.1 If our invoice is based on a Meter reading (not an estimate) and we over-charge you in error:

- (a) You are only liable to pay the correct amount; and
- (b) You can have the amount overcharged refunded as a credit on your Account, paid back to you by cheque, or direct credited to your nominated bank account.

We will promptly refund or credit to you any amount that has been overcharged. We will invoice for underpayments to the extent that is reasonable. Although it may sometimes be reasonable to charge

you for the shortfall for two months when we could reasonably have been expected to be aware of the error, this will not always be the case. Our ability to recover the shortfall when we could not reasonably have known of the error will be limited to what is reasonable.

9.8.2 If our invoice is based on Meter readings (not an estimate), and we under-charged you in error, including where the Meter reading was correct but the calculation of the price we charged you was incorrect, you are only liable for the amount that should have been charged, unless we under-charged

you in error for more than 2 months, and we could reasonably have been expected to have been aware of the error. In that case, we will only recover the amount that should have been charged for the first 2 months we have under- charged you and following that we will only recover the amount that we actually charged, unless you contributed to the error, or could have reasonably been expected to have known about the error. The approach set out in this clause only applies to the extent that the

recovery of underpayments is reasonable – i.e. that clause 9.8.1.b prevails in the event of any uncertainty between clauses 9.8 and 9.8.2.



9.8.3 If we send you an invoice that is more than two (2) months after the end of the period for which the bill has been issued, you will have at least the length of time covered by the invoice to pay it, in regular instalments or as otherwise agreed. If an invoice is more than three (3) months late, we will negotiate an appropriate discount with you, so long as you pay our other invoices on time. However, the provisions in this clause will not apply to the extent you caused, or contributed to, the late invoicing.

9.8.4 No interest is due on any amounts over-paid or under-paid in relation to incorrect or late invoices.

### **9.9 Payment if meter is faulty**

9.9.1 Sometimes Meters are faulty and may measure more or less electricity than you actually use. If this happens, we cannot tell for sure how much power has actually been used and therefore:

- (a) Subject to clause 11.6.3 you are only liable for the amount based on the quantity measured by the Meter, which measures the variable rate component of your price plan, unless you contributed to the fault, or could have reasonably been expected to know about the fault. However, you will still be liable for the fixed daily rate component of your price plan;
- (b) If it is apparent that your Meter has measured more electricity than you actually used and you have over-paid us we will refund to you an amount we reasonably believe is a realistic estimate of the over-payment.

The process for determining Meter faults will comply with relevant Regulations or Industry Standards.

## **10 Bond**

### **10.1 Why a bond may be needed**

10.1.1 For some customers, we may at any time (at our discretion) require a Bond. A Bond is a sum of money we collect from you and hold as security against non-payment by you of our invoices. If we require a Bond the reason for our decision will be explained to you. A Bond may be required if you:

- (a) Refuse any other suitable arrangements that would provide credit security;
- (b) Have tampered or interfered with a Meter or other electricity equipment;
- (c) Have repeatedly refused or obstructed access to your Premises for a Meter reading; or
- (d) Have been disconnected for any of the reasons referred to in clauses 15.3.1 and 15.4.1.

10.1.2 We will hold your Bond as security against any amounts invoiced and unpaid under this contract.

10.1.3 If we require a Bond, the Bond must be paid to us within ten (10) Working Days of the date we request the Bond from you.

10.1.4 We will not pay interest on the Bond.

### **10.2 Amount of bond**

10.2.1 Any Bond will be held in trust on your behalf in a separate account.

### **10.3 Repayment**

10.3.1 We will repay your Bond within one (1) month of the following:



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- (a) You maintaining a satisfactory payment record and not coming within clauses 10.1.1.a to 10.1.1.d for one (1) year (or earlier if we agree); or
- (b) You switching to another Retailer or terminating our supply of electricity to you, less any amounts you owe us, whichever is the earlier.

10.3.2 If we keep your Bond for longer than one (1) year, we will explain why.

10.3.3 We will repay your Bond, less any amounts you owe us, by (the choice is yours):

- (a) Crediting your Account with us;
- (b) Paying you by direct credit to your nominated bank account.

## **11 Meters**

### **11.1 Installation and removal of meters**

11.1.1 A Meter measures how much electricity you use. Meters are required at your Premises.

11.1.2 We will arrange for special time-of-use meters to be installed. You may not install any Meters yourself.

11.1.3 Your Meters need to be suitable for the amount of electricity you expect to use and the price plan you choose. We will choose the appropriate Meters and charge you for the installation of those Meters. We may waive the charges as part of a promotional or other offer.

11.1.4 You must pay all costs relating to the installation of any Meters and related equipment. We will

tell you the costs before Meters are installed at your Premises. You will not be charged for any installation costs where we decide to replace Meters or related equipment if the existing Meters or related equipment are suitable for your electricity use and price plan.

11.1.5 You must pay all costs relating to the removal of any Meters and related equipment. We may waive or vary these charges as part of a promotional or other offer.

11.1.6 It is assumed that the electrical wiring and set up within the Premises beyond the Meter are compliant with relevant New Zealand Electrical rules, regulations and code of practice. If we are requested or required by law to address or remedy wiring issues within the Premises beyond the Meter to ensure compliance, you will be charged for any such remedial costs.

11.1.7 In some cases, it may be necessary to upgrade your Meters if your consumption increases.

11.1.8 We may charge you the costs of installing new Meters. We will advise you on whether any upgrade is required and the cost of the upgrade.

11.1.9 If you do not own your Premises, you must get the owner's permission before any Meter or related equipment is installed.

11.1.10 No matter how it is installed, no Meter is ever a 'fixture'. This means a Meter never becomes part of the Premises. At all times, it remains the property of the Meter owner and you must not allow any security interest to be created over any Meter or related equipment.

### **11.2 Location and protection of meters**

11.2.1 You must provide a suitable meter-board on which we can install the required Meter or Meters,



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and which is easy for us to access and has a viewing panel of sufficient size for us to view the Meter registers.

11.2.2 New buildings must have Meters installed in an easily accessible location. For single unit dwellings, this must be external to the Premises.

11.2.3 You must, at your expense, take all reasonable steps to protect any Meters and related equipment at your Premises against interference or damage.

11.2.4 If you could have prevented interference or damage to Meters or related equipment by exercising reasonable care, we may recover from you any costs we incur in repairing or replacing the Meters or related equipment.

11.2.5 You must ensure that Meters or related equipment are not removed or replaced without our consent.

11.2.6 You must notify us as soon as possible if you become aware that the Meters or related equipment are damaged, defective or look unsafe.

11.2.7 If you require a Meter or related equipment to be relocated on your Premises, you must use an Authorised Tradesperson to do this. Please contact us if you need any assistance.

### **11.3 Meter maintenance and accuracy**

11.3.1 We are responsible for maintaining Meters and related equipment. This includes ensuring that any Meter is accurate within industry standards. The provisions in relation to Meter maintenance and accuracy will comply with relevant Regulations or Industry Standards.

11.3.2 We may repair, test or replace the Meters or related equipment at any time and you must provide access, as set out in clause 13.2.1, for us to do so. We will test the Meters within thirty (30) days if you ask us to.

11.3.3 If we test a Meter, subject to clause 11.3.5, we will inform you of the results of the test on request and if:

- (a) It is faulty and you had no part in causing the fault, we will replace or repair the Meter at our cost; or
- (b) It is not faulty and you requested the test, we may charge you our costs for testing the Meter provided that, subject to clause 13.3.5, we informed you of any extra charge you might incur if we did test your Meter, prior to undertaking this work.

The process in relation to Meter testing will comply with relevant Regulations or Industry Standards.

11.3.4 Subject to clause 13.3.5 we will inform you prior to taking any action on your Meter which may impact on your invoices or result in an extra charge.

11.3.5 Our obligation to inform under:

- (a) Clause 11.3.3 does not apply where there is a safety issue, the Meter is fast, slow or has stopped; and



(b) Clauses 11.3.3 and 11.3.4 does not apply where we have reasonable cause to suspect that fraud, theft, or Meter tampering, has taken place.

11.3.6 You are responsible for maintaining the Meter box and board on which the Meters or related equipment are located, together with any fuse board, main switch, internal wiring and the wires that connect your Premises to the Network.

#### **11.4 Meter reading – smart meters**

11.4.1 All our Smart Meters at your Premises record electricity usage every half hour by remote meter

reading which is in accordance with electricity industry standards and codes of practice for Meter reading. Readings undertaken by us are in accordance with any Regulations or Industry Standards.

11.4.2 If you move to new Premises or this contract is terminated under clause 18.1.1, we require a final Meter reading of your Premises on or before you move to new Premises or before termination of this contract. You must:

- (a) Give us three (3) Working Days' notice of the date on which the final Meter reading will be carried out; and
- (b) Allow us access to your Premises in accordance with clause 13.1.1.c to carry out the final Meter reading.

11.4.3 If you move to new Premises and wish to remain our customer or you become our customer, we require an initial Meter reading of your Premises on or after you move into new Premises or become our customer. We will agree with you how this initial Meter reading is carried out, but if we cannot agree, we will read your Meters. This may need to be carried out in conjunction with installation and/or removal of Smart Meters at your old Premises.

11.4.4 Should an invoice be based on an estimated reading, you will be given the opportunity to read the meter yourself and give the readings to us. Until we arrange for the meter to be read we will amend an estimated invoice if you provide a valid meter reading.

#### **11.5 Meter reading – other meters**

11.5.1 If we use standard meters at your Premises we will record electricity usage month in accordance with electricity industry standards and codes of practice for Meter reading. Readings undertaken by us are in accordance with any Regulations or Industry Standards.

11.5.2 If you move to new Premises or this contract is terminated under clause 18.1.3, we require a final Meter reading of your Premises on or before you move to new Premises or before termination of this contract. You must:

- (a) Give us three (3) Working Days' notice of the date on which the final Meter reading will be carried out; and
- (b) Allow us access to your Premises in accordance with clause 13.1.1.c to carry out the final Meter reading.

11.5.3 If you move to new Premises and wish to remain our customer or you become our customer, we require an initial Meter reading of your Premises on or after you move into new Premises or become our customer. We will agree with you how this initial Meter reading is carried out, but if we cannot agree, we will read your Meters.

11.5.4 Should an invoice be based on an estimated reading, you will be given the opportunity to read the meter yourself and give the readings to us. Until we arrange for the meter to be read we will amend an estimated invoice if you provide a valid meter reading.



## **11.6 Unmetered supply**

11.6.1 Due to the nature of our business, we are unable to supply electricity to you as a customer if you have or come to have any unmetered supply connected to your property. Should you already be a customer of ours and you introduce an unmetered supply to your property, or are found to have unmetered supply to your property, you will be immediately required to choose another retailer to supply you with electricity, and our contract with you in respect of that unmetered supply will be at an end.

## **11.7 Tampering with Meters**

11.7.1 You must not tamper with any Meters or related equipment and, for the avoidance of doubt, 'tampering' includes by-passing Meters. Tampering with Meters is dangerous and may be a criminal offence.

11.7.2 If you are found to be at fault, we will charge you for all reasonable costs incurred in:

- (a) Investigating any possible tampering; and
- (b) Any necessary repairs.

11.7.3 If any of your Meters or related equipment have been tampered with:

- (a) We will invoice you for the electricity we reasonably estimate you have used;
- (b) We may disconnect your Premises under clause 15.4.1.b;
- (c) We may terminate this contract under clause 18.1.1 and refuse to reconnect your supply; and
- (d) We may inform the police.

## **11.8 Other breaches of your meter obligations**

11.8.1 There are obligations regarding meters that apply to all customers pursuant to this clause 11.

11.8.2 If you have not complied with these obligations, we will charge you for all reasonable costs incurred in:

- (a) Investigating any possible breach;
- (b) Any necessary repairs; and
- (c) We will invoice you for the electricity we reasonably estimate you have used; and
- (d) We may disconnect your Premises under clause 15.4.1.b; and
- (e) We may terminate this contract under clause 18.1.1 and refuse to reconnect your supply.

## **12 Distributor's Equipment**

12.1.1 You must not interfere with or damage, and must ensure that your employees, agents and invitees do not interfere with or damage, the Distributor's Equipment, including for a period of six (6) months after termination of this contract (except to the extent that emergency action has to be taken to protect the health and safety of persons or to prevent damage to property). You must also take all reasonable steps to protect the Distributor's Equipment from damage.

12.1.2 You must, at your cost, provide and maintain at your Premises suitable space for secure housing of any Distributor's Equipment which relates primarily to the connection to the Network of your Point of Connection.

12.1.3 You acknowledge that:

- (a) Any part of the Network situated on your Premises is and will remain the sole property of the Distributor.



- (b) No provision of this contract, or the provision of any service by the Distributor in relation to the Network, will confer on you or any other person any right of property or other interest in or to any part of the Network or any Fittings owned or controlled by the Distributor which are used to provide any such service.

## **13 Access to Your Premises**

### **13.1 Need for access**

13.1.1 We or the Distributor may need access to your Premises to:

- (a) Turn the electricity supply on or off;
- (b) Inspect, test, install, operate, maintain, replace, or remove any equipment related to your electricity supply;
- (c) Read your Meters;
- (d) Find the cause of any interference with the quality of supply to your Premises or the surrounding area;
- (e) Prevent harm to people or property from equipment for which we or the Distributor are responsible;
- (f) Clear trees, vegetation or other obstacles from Lines and related equipment if the tree owner fails to do so under the regulations and Code of Practice referred to in clause 13.2.1;
- (g) Maintain and protect the operation of the Network;
- (h) Ensure that your obligations under clauses 14.1.1 to 14.1.5 are being complied with;
- (i) Comply with any legal obligations for which access is required;
- (j) Ensure compliance with the relevant Network distribution code;
- (k) Remove equipment related to your electricity supply or other equipment installed by us for up to six (6) months following the termination of this contract; or
- (l) Disconnect and reconnect in accordance with our agreement with the Distributor.

### **13.2 Your obligations**

13.2.1 When access to your Premises is required you must provide us and the Distributor with access:

- (a) That is safe and unobstructed, particularly from any dogs or other animals at your Premises;
- (b) Any time between 8am and 7pm Monday to Saturday, excluding Public Holidays (unless another time is agreed);
- (c) Immediately for scheduled Meter reading, or routine Meter maintenance of which you have been given at least five (5) Working Days' notice;
- (d) Immediately if required:
  - (i) To restore electricity supply in your neighbourhood in the event of an unplanned outage;
  - (ii) To prevent harm to people or property from equipment for which we or the Distributor are responsible;
  - (iii) To protect the Network; or
  - (iv) To deal with any other emergency situation involving the electricity supply; and
- (v) On the condition that any representative of ours or the Distributor has identification and provides it to you to examine on request. You should refuse access to anyone who refuses to show such identification and inform us immediately.

13.2.2 Except for where you must provide us or the Distributor with immediate access, we or the Distributor will give you written notice under clause 17.1 of our wish to gain access to your Premises.

13.2.3 Except in routine situations (such as, for example, reading or inspecting a meter that is located on the outside of a building) or Emergency Situations, before accessing your property, we or a third



party will provide written notice to you of:

- (a) when we or the third party will be accessing your property; and
- (b) the purpose of accessing your property;

13.2.4 The notice must be given:

- (a) at least 10 working days prior to entry if we or the third party intends to enter your property to undertake construction, upgrade, repair or maintenance work (or any other time agreed by us or the third party and you); or
- (b) within a reasonable timeframe where we or the third party intends to inspect or operate any equipment used in, or in connection with, the generation, conversion, transformation or conveyance of electricity;

13.2.5 When accessing your property, we and our employees and agents or the third party will:

- (a) take reasonable steps to minimise any direct impacts on your property and any inconvenience to you; and
- (b) 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);

13.2.6 We or the third party will require our agents and employees, when accessing your property, to:

- (a) carry identification that shows they are authorised representatives of us or the third party and present this identification on request; and
- (b) identify themselves to you before entering your property; and
- (c) act courteously, considerately, and professionally at all times.

13.2.7 We will ensure the secure storage, use of, and return of any keys and/or other security information for your property that is in ours or the third party's possession.

13.2.8 If any equipment relating to your electricity supply or other equipment installed by us is located behind a locked door or gate, you will need to arrange for us or the Distributor to gain access.

13.2.9 If we require a key, or other means of access, to your Premises, it will be held, transferred or disposed of in accordance with our policies, which are available by: contacting us.

### **13.3 Our remedies if no access**

13.3.1 If you refuse to provide or you obstruct access as required under clause 13.2.1:

- (a) We may charge you fees as set out in our [Terms](#) and Conditions
- (b) We may estimate your electricity use and invoice you in accordance with clause 8.4.1;
- (c) We or (where access was required by the Distributor) the Distributor may disconnect you under clause 15.4.1.e; and/or
- (d) If we or the Distributor reasonably believe that there is immediate danger to persons or property, we, or the Distributor may take reasonable steps to gain access without your permission.

## **14 Your Other Responsibilities**

### **14.1 Not to interfere with network**

14.1.1 You must not send signals or other communications through the Network.

14.1.2 You must ensure that the way you use electricity at your Premises does not interfere with the



quality of the electricity supplied to others, or interfere with the Network. If it does, you must stop the interference as soon as you become aware of it. You will also be deemed to be in breach of this contract if you ought to have become aware of the interference and did not stop it

14.1.3 You must comply with the Distributor's Network connection standards. You can obtain a copy of these from your Distributor. Your Distributor's name and contact details are found at [www.electricity.org.nz](http://www.electricity.org.nz).

14.1.4 You must ensure that your Premises comply with all statutory and regulatory requirements.

14.1.5 The statutory and regulatory requirements include Line Function Services safety and technical requirements, and you can access information about these requirements from your Distributor or from us.

## **14.2 Keep lines clear**

14.2.1 We may disconnect supply for safety reasons under clause 15.4.1.k if trees, vegetation or other obstacles at your Premises are not kept clear of Lines and related equipment. Your rights and obligations in relation to keeping Lines clear are to:

- (a) comply with the Electricity (Hazards from Trees) Regulations 2003 in respect of any trees that you own that are near Lines that form part of the Network or near the Grid (if you are not the tree owner, the obligation under these regulations is on the tree owner). For more information on the Electricity (Hazards from Trees) Regulations 2003, please contact your Distributor;
- (b) ensure that any trees or vegetation are kept clear of your own Customer Service Line so as not to create an unsafe situation; and
- (c) comply with regulations 30 and 93 of the Electricity Regulations 1997 in relation to any work near Lines or other electrical equipment or near the Grid. These regulations include a requirement that you comply with the New Zealand Code of Practice for Electrical Safe Distances (NZECP 34:2001).

14.2.2 The Lines that supply electricity to your Premises and the Grid are live. If you touch them, or the bare conductors that connect them to the house, you may be seriously injured or killed. Before you do any work near Lines, arrange with your Distributor to identify any problems or disconnect the supply. You should contact Transpower before doing any work near the Grid. For your own safety, we suggest that you contact a professional tree trimmer before attempting to remove tree branches and vegetation from or near Lines and related equipment. For more information on electrical safety matters, contact the Energy Safety Service ([www.ess.govt.nz](http://www.ess.govt.nz)).

## **14.3 Increased use**

14.3.1 The equipment used to supply electricity to you has a limited capacity. You must inform us if you expect to substantially increase the amount of electricity you use (e.g. if you plan to install a spa pool or other equipment which uses a significant amount of electricity).

## **14.4 Protection against surges or spikes**

14.4.1 Surges or spikes are momentary fluctuations in voltage or frequency and are not treated as interruptions. We strongly recommend that you install Surge Protection Devices for sensitive equipment like computers, microwaves, video recorders, televisions and other electronic devices. Contact your electrician or manufacturer for information about how to guard against surges, spikes and other fluctuations.

14.4.2 We also recommend that you consider taking out insurance against surges, spikes and other



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fluctuations or interruptions in electricity supply.

#### **14.5 Connections, disconnections and reconnections**

14.5.1 Only a Qualified person may connect, disconnect, or reconnect your Premises to the Network.

14.5.2 If you are making a new connection, or asking for a reconnection after six (6) months or more of being disconnected, you need to obtain the appropriate certification from a licensed electrical inspector, or other approved service providers. You must pay any costs associated with certification. Please call us if you would like any advice. Our contact details are set out on page 1.

14.5.3 If you would like your Premises to be permanently disconnected, you must:

- (a) Give us at least four (4) Working Days' notice prior to the date on which you wish to be disconnected; and
- (b) Allow us access to your Premises in accordance with clause 13.1.8;
- (c) We will cease supply as soon as reasonably practicable following your notice of termination while ensuring that disconnection occurs safely.

14.5.4 If you would like your Premises to be temporarily disconnected (for example to allow you to carry out building work or maintenance to your Premises), you must:

- (a) give us at least two (2) Working Days' notice of the date on which you wish to be disconnected and reconnected; and
- (b) Pay any costs associated with the temporary disconnection and reconnection.

#### **14.6 Safety**

14.6.1 Please contact us, or your Distributor directly, if you become aware that any equipment relating to your electricity supply is defective, damaged or causing a hazard. Our contact details are set out on page 1. If you do not know how to contact your Distributor, please ask us.

14.6.2 We are responsible for maintaining, repairing, upgrading and replacing the Network. We do not have any responsibility for Customer Services Lines (except if and to the extent there is a legislative requirement for the Distributor to provide and maintain those Lines). Please contact us if your Customer Service Line needs to be repaired as we may be willing to provide this service. If we agree to repair your Customer Service Line, we will be entitled to charge for this service and we will advise you of the cost involved before we carry out the repair.

14.6.3 Please contact us before you demolish or remove any buildings on your Premises, so we can permanently disconnect the power supply from those buildings. Our contact details are set out on page 1.

#### **15 Our Supply of Electricity to You**

15.1 Our promise to supply

15.1.1 We will supply electricity to you at quality and reliability levels in accordance with current laws including the Electricity Governance Regulations and Rules and technical electrical codes of practice. We will supply electricity in accordance with other codes of practice and relevant industry protocols.

15.1.2 You need to be aware that your supply of electricity may be interrupted or disconnected for a



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variety of reasons, which we set out for your information in clauses 15.2.1 to 15.4.1.

## **15.2 Technical interruptions**

15.2.1 Your supply may be interrupted by us or the Distributor:

- (a) To maintain, replace, or install equipment owned by us or the Distributor, or related to the Network;
- (b) To upgrade the quality of supply to your Premises or surrounding area and to connect new customers and subdivisions that depend on the same Network assets as your Point of Connection;
- (c) To protect persons or property;
- (d) For any other health and safety reasons;
- (e) To comply with proper instructions from the Distributor (where we interrupt your supply), Transpower, the Electricity Commission (now Electricity Authority), or any regulatory authority;
- (f) To maintain the safety and security of the Network in order to:
  - (i) maintain a safe environment;
  - (ii) prevent unexpected short term overloading of the Network;
  - (iii) prevent voltage levels rising or falling outside statutory requirements;
  - (iv) preserve the security of the Network or avoid or mitigate damage to the equipment of any person connected to the Network;
- (v) Where we or the Distributor are called upon by a relevant authority through a regionally or nationally co-ordinated process to ration electricity in response to an anticipated shortage of electricity; or
- (vi) If an act, event, omission or accident beyond our control causes such interruption. Examples of such an act, event, omission or accident include an act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, fire, flood, earthquake, lightning, storm, significant Grid, generator or Network failure, your acts or omissions or any defect or abnormal conditions in or about your Premises.

15.2.2 Before we or the Distributor interrupt your supply for any of the reasons in clauses 15.2.1 or

15.2.1.b, we, or your Distributor, will give you at least four (4) Working Days' notice of the time and expected duration of the outage. Notice will be given in accordance with clause 17.1. In the case of any interruption for any of the reasons set out in clauses 15.2.1.c to 15.2.1.f.vi, we will notify you as soon as reasonably practicable of the time and expected duration of the interruption.

15.2.3 We aim to provide more than four (4) Working Days' notice in relation to all planned interruptions other than those where the interruption is urgently required and not reasonably foreseeable.

15.2.4 If your supply is interrupted for any reason including the reasons set out in clause 15.2.1 we will restore your supply as soon as reasonably practicable.

15.2.5 We will regularly update ourselves with any information about a supply interruption in accordance with good industry practice in New Zealand.

## **15.3 Disconnection for non-payment**

15.3.1 You may only be disconnected if you do not pay in full, by the due date, any amounts you owe us in relation to the supply of electricity to your Premises. This applies to any of our invoices, including those based on a reasonable estimate of your likely electricity use under clause 9.2.1.



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15.3.2 If you are registered with us as a Medically Dependent Vulnerable Customer you will not be disconnected for non-payment. You are, however, responsible for the payment of your electricity account and failure to pay could lead to other action being taken to limit or recover the debt.

15.3.3 Our right to disconnect you under clause 15.3.1 is limited as follows:

- (a) If you have not paid part or the entirety of our invoice because, in good faith, you dispute it, and you have told us why you dispute it, we will not disconnect you or commence credit recovery action before the dispute resolution process has been completed. However, if we reasonably consider that your dispute is frivolous or vexatious, we may disconnect you;
- (b) If you have notified us of one or more preferred contacts in accordance with clause 4.5 we will not disconnect you until we have made reasonable endeavours to make contact with those preferred contacts, and have offered alternative payment arrangements to you via those preferred contacts.
- (c) If you have not paid the undisputed part of our invoice (if any), then we may disconnect you in relation to this unpaid amount; and
- (d) In the case of an invoice based on a reasonable estimate of your likely electricity use under clause 9.2.1 we will only disconnect if it is fair and reasonable to do so in the circumstances.

15.3.4 If you are disconnected for non-payment, you must still pay:

- (a) Any amounts you owe us including reasonable costs incurred in recovering your debt to us; and
- (b) Any charges for services (such as the fixed Line charges) that continue to accrue after your electricity supply is disconnected.

We will only disconnect/terminate for these reasons if they are for material breaches. We will only disconnect supply/terminate where the material or persistent breach is clearly established and not the subject of a dispute resolution proceeding.

#### **15.4 Disconnection for other reasons**

15.4.1 You may be disconnected if:

- (a) Theft: There is reasonable evidence of electricity theft;
- (b) Wilful Damage: There is reasonable evidence of wilful interference or damage by you to any equipment relating to the supply of electricity to your Premises, including in breach of clause 11.7;
- (c) Generation: You generate electricity at your Premises and send it into the Network without the Distributor's prior consent in breach of clause 14.1.7;
- (d) Use of Lines: You send signals or other communications through the Network in breach of clause 14.1.2;
- (e) No access: Over two (2) consecutive occasions you prevent us or the Distributor from coming onto your Premises for any of the reasons set out in clause 13.1.1;
- (f) Interference: You use electricity at your Premises in a way that interferes with the quality of the electricity supplied to others, or interferes with the Network, and you do not stop the interference as soon as you become aware of it;
- (g) Application criteria: You move into Premises we supply and apply to join us, but do not meet our application criteria;
- (h) Emergency access: If you deny immediate access to your Premises for us or the Distributor under clause 13.2.5;
- (i) End of contract: This contract is terminated and you have not switched to another Retailer;
- (j) Network requirement: There has been an occurrence, or there are circumstances, that may adversely affect the proper working of the Network or transmission system



- (k) Safety reasons: Disconnection is required to avoid endangering persons or property or for other safety reasons, including where trees, vegetation or other obstacles are close to or touching Lines or related equipment so as to create an immediate danger;
- (l) Insolvency: Our agreement with the Distributor for the provision of Lines Services in relation to the Network is terminated due to our event of default or insolvency.

We will only disconnect/terminate for these reasons if they are for material breaches. We will only disconnect supply/terminate where the material or persistent breach is clearly established and not the subject of a dispute resolution proceeding.

### **15.5 Notices of disconnection**

15.5.1 Except in the case of agreed or emergency disconnections, we will provide for:

- (a) At least seven (7) working days' notice of warning of disconnection before any disconnection (provided that no notice is required if you and SuperPower have entered into a payment arrangement and you default within a short period of time);
- (b) A further three (3) working days for the delivery of the notice (if given by post);
- (c) A final warning no less than 24 hours nor more than seven (7) days before the disconnection. The final warning must provide the timeframes for disconnection. This will be a separate notice to the one provided at least seven (7) days prior to disconnection and can be provided via telephone or post;
- (d) If disconnection is not prevented by you and not completed within the timeframes notified we will issue another final warning no less than 24 hours or more than seven (7) days before disconnection;
- (e) We will only disconnect you on a Working Day that is not a Friday or the day before a public holiday unless you agree otherwise.

15.5.2 We will take all reasonable steps to ensure that you actually receive a final warning, described in clause 15.5.1.

15.5.3 Any warning or notice of disconnection will include information about:

- (a) The reasons for the disconnection;
- (b) Our dispute resolution processes;
- (c) That you can advise us if you believe you are a Vulnerable Customer or a Medically Dependent Vulnerable Customer;
- (d) Details of how you can avoid disconnection, including where applicable, where and how you can pay the amount owing;
- (e) Contact details for Work and Income;
- (f) The fee for reconnecting you (including explicit information about the additional charges, for example any disconnection fee or attendance fee, over and above the payment of unpaid invoices, that will apply); and
- (g) Our policies that may help you manage your payments if you are having difficulty paying our invoices.

### **15.6 Disconnection charges**

15.6.1 Our charges relating to disconnections and reconnections are set out in our fee schedule, which is available by visiting our web site at [www.superpower.co.nz](http://www.superpower.co.nz).

15.6.2 Any fee we charge in relation to a temporary disconnection and/or reconnection will be no more than the amount required to meet the costs we incurred in the disconnection and/or reconnection.



## **15.7 Reconnection**

15.7.1 Before we reconnect you, we may require you to:

- (a) Pay all amounts you owe us, subject to clause 9.4.3, including any fees (as set out in our fee schedule), which may include a disconnection and reconnection fee;
- (b) Pay any collection costs we incurred in obtaining payment of the amounts you owed us;
- (c) Agree on a satisfactory method for paying future charges;
- (d) Provide a Bond under clause 10.1.1; and
- (e) Provide a certificate that meets the requirements of clause 14.5.2.

15.7.2 Once you have satisfied the requirements for reconnection we will restore your electricity supply as soon as reasonably practicable.

## **16 Liability and Compensation**

### **16.1 Consumer Guarantees Act 1993**

16.1.1 The Consumer Guarantees Act 1993 (CGA) applies if you buy electricity or electricity supply services for personal, domestic or household use, not for use in trade or a manufacturing or production process. The CGA therefore applies to both electricity Retailers and Distributors. The CGA gives you the benefit of various guarantees, including:

- (a) That our electricity is of acceptable quality, and is fit for the purposes for which you buy it; and
- (b) That we will provide our services to you with reasonable care and skill.

16.1.2 If we breach any of these guarantees, your rights of redress are set out in the CGA.

16.1.3 You agree that the CGA will not apply to the extent you acquire electricity and electricity supply services from us for the purposes of a business.

16.1.4 Nothing in this Contract will limit your rights under the CGA.

### **16.2 Distributor liability and indemnity**

16.2.1 To the extent permitted by law:

- (a) All warranties, guarantees and obligations imposed by law on the Distributor to you concerning the electricity supply services provided by the Distributor in relation to this contract are excluded.
- (b) The Distributor shall have no liability to you, in contract, tort (including negligence) or otherwise, in respect of the supply of electricity to you under this contract.
- (c) These exclusions do not limit any rights you may have under the CGA.

16.2.2 You will indemnify the Distributor for any direct loss or damage incurred by the Distributor which is caused or contributed to by your fraud, dishonesty or wilful breach of this contract or that of your officers, employees, agents or invitees.

### **16.3 Limitation**

16.3.1 If you make a claim, the maximum amount you will be able to recover in respect of a single event or series of events arising from the same event or circumstances will be the lesser of:

- (a) the direct loss of or damage to physical property; or
- (b) an amount which is equal to the amount available to you under the constitution for the Electricity and Gas Complaints Commissioner (EGCC) Scheme.



This limitation does not limit any rights you may have under the CGA.

#### **16.4 On-sale**

16.4.1 Where you on-sell electricity to an end-user, you will include provisions in your agreement with the end-user equivalent to clauses 16.1.1 to 16.3.1.

#### **16.5 Other matters**

16.5.1 We and you are both liable for the actions or inactions of our respective officers, employees and agents.

16.5.2 Our liability to each other under clauses 16.1.1 to 16.3.1 is in addition to any other amounts we may owe each other.

#### **16.6 Compensation from Distributor**

16.6.1 As explained in clauses 19.1.1 to 19.1.4, we contract with your Distributor to deliver electricity to your Premises. To achieve a better quality and reliability of service for you, we encourage Distributors to give service guarantees.

16.6.2 As these guarantees are for your ultimate benefit, we will pass on to you, as a credit in your next invoice from us, any payments we receive from the Distributor (less our reasonable administrative costs) for a failure by the Distributor to satisfy any guarantees they give us in relation to its services.

16.6.3 If we receive compensation (through whatever means) from any third party (not just the Distributor/network company) for losses resulting from the interruption of supply, we will pass on an appropriate portion of that compensation to those customers whose supply was interrupted. If requested by those customers we will provide an explanation of how the amount passed on was determined.

### **17 Notices**

#### **17.1 A notice from us to you may be:**

- (a) Delivered to the address to which you asked us to send notices;
- (b) Posted to your last known postal address; or
- (c) Emailed to your last known email address, if you have agreed to have notices delivered in this manner.

17.1.1 To ensure you receive the notices we send please update us with your contact details should they change.

17.1.2 Subject to clauses 8.3.1 and 17.1 and provided we also comply with clause 15.2.2 where appropriate, we may give you notice by placing a notice in your local newspaper and posting information on our website at [www.superpower.co.nz](http://www.superpower.co.nz) to inform you of:

- (a) Any planned interruption or disconnection of electricity supply; or
- (b) Any changes to the terms and conditions of this contract.

Information about a planned interruption can also be accessed via the Faults 0800 phone number that is available on a 24 hour basis. You can use this number to access information about faults/unplanned interruptions as well as to report faults and to obtain information about planned interruptions.



17.1.3 Notice of any change to our frequency of invoicing under clause 9.1.1, frequency of Meter reading under clause 11.4.1 or 11.4.1, or disconnection under clause 15.3.1 will be given under clause 17.1.

17.1.4 We are entitled to assume that a notice from us has been received by you:

- (a) On the day it was delivered to the address to which you asked us to send notices;
- (b) Three (3) days after it was posted to your last known postal address;
- (c) The day after it was transmitted to your last known email address; or
- (d) On the day after it was published on our website, or the notice appeared in your local newspaper.

## **18 Termination**

### **18.1 Termination**

18.1.1 Subject to clause 15.3.1, this contract may be terminated:

- (a) By you providing us with thirty (30) days' notice;
- (b) By you switching to another Retailer;
- (c) Immediately by you becoming a business customer rather than a domestic customer; or
- (d) If either of us breach this contract in a material way and the breach is not remedied within a reasonable time after the party not in breach has given notice of the breach to the party in breach. We will only disconnect/terminate if there are material breaches. We will only disconnect supply/terminate where the material or persistent breach is clearly established and not the subject of a dispute resolution proceeding; or
- (e) If we cease to have an agreement with the Distributor for provision of Line Services in relation to the Network.

18.1.2 On or before termination:

- (a) A final Meter reading is required in accordance with clause 11.4.2 or 11.4.2;
- (b) You must contract with another Retailer or you may be disconnected;
- (c) If you do not contract with another Retailer, you must stop using electricity and any of our other services; and
- (d) You must pay in full any amounts you owe us.

### **18.2 Switching from us**

18.2.1 If you are switching from us to another Retailer, we will facilitate this on your behalf and the termination of your Contract will be effected in accordance with the current Regulations or Industry Standards relating to switching:

- (a) Please note, we have up to 10 Working Days to process a customer switch. In all cases you must provide us with 3 days' notice requesting a final read;
- (b) You authorise us to act as your agent in connection with the transfer of any key to, and/or other security information for, your Premises to your new Retailer.
- (c) There may be third party fees associated with this activity which we will pass through at cost.

### **18.3 Your responsibilities continue**

18.3.1 Your responsibilities under this contract that are intended to apply after this contract has been

terminated will continue until their purpose is served. Some examples include your obligation to pay all amounts you owe us and provide access for us or the Distributor to remove equipment related to the supply of electricity.

### **18.4 Our responsibilities continue**



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18.4.1 Our responsibilities under this contract that are intended to apply after this contract has been terminated will continue until their purpose is served. Some examples include our obligation:

- (a) To pay all amounts we owe you. For example, we may be required to repay your Bond under clause 10.3.1;
- (b) To return your keys or transfer them to another Retailer.

## **19 Distributor**

19.1.1 We contract your Distributor to distribute electricity across its Network to your Premises.

19.1.2 Your Distributor owns, operates and maintains most of the Lines and related equipment in your area up to the point where your Premises connects to its Network. This is also shown in the foreword.

If you would like information about where the Distributor's ownership and responsibility for Lines ends please contact us. Our contact details are set out on page 1.

19.1.3 We are responsible for making sure that your Distributor meets its obligations to us in distributing electricity to your Premises. The rights of the Distributor under this contract, including clauses 16.2.1 to 16.3.1 are for the benefit of, and enforceable by, the Distributor in accordance with the Contracts (Privity) Act 1982.

19.1.4 If you have a problem with your Lines or related equipment, please contact us. Our contact details are set out on page 1.

## **20 Complaints**

### **20.1 Making a complaint**

20.1.1 We are committed to giving you the best possible service. However, if you do have a problem with our service we offer an internal complaints process. Please contact us directly by phone: 0800 473 558 (Ext 1),

20.1.2 We will acknowledge your complaint in writing within two (2) Working Days (excluding time for delivery) and inform you of the steps to be taken to reach a resolution. In some cases, we may ask you to put your complaint in writing to help us better resolve your complaint.

20.1.3 Our complaints resolution process is free and committed to delivering fair and effective outcomes in good faith. Our process is available on our website. We aim to meet the standards required by the Electricity and Gas Complaints Commissioner (EGCC) Scheme.

20.1.4 In handling Complaints we will:

- (a) treat any expression of dissatisfaction or concern about a service or good provided by us as a Complaint
- (b) respond to all queries and Complaints as soon as reasonably practicable, but in any case before the deadlines specified in this agreement
- (c) treat Complainants courteously and with respect
- (d) be sensitive to any health, disability or language issues relating to Complainants
- (e) interact with Complainants and any other person involved in the complaints process (including the Minister) in an open and professional manner.

20.1.5 We review our complaints resolution process regularly to make sure it is delivering fair and



effective outcomes for our customers.

20.1.6 All complaints about your electricity supply should, in the first instance, be made to us. We are responsible for managing and resolving any complaints about goods or services provided by us.

20.1.7 Notwithstanding the above clause, unless we have otherwise agreed with a Distributor, all Distributor complaints arising will be referred by us to the Distributor to manage and resolve.

## **20.2 Taking your dispute to the consumer complaints resolution scheme Electricity and Gas Complaints Commissioner**

20.2.1 You may refer your dispute to the Electricity and Gas Complaints Commissioner (EGCC) Scheme if:

- (a) you are unhappy with the way we propose to resolve your dispute;
- (b) your dispute is not resolved within twenty (20) Working Days of receiving it and we have not written to you explaining why we need further time.
- (c) we have reached a deadlock which means the complaint has taken longer to resolve than 20 working days and we have not notified the complainant in writing that we have good reason to extend the time for resolving the complaint and what that good reason is; or it has taken longer to resolve than 40 working days.

20.2.2 The scheme is free and independent.

20.2.3 You can contact the Office of the EGCC Scheme:

Phone: 0800 22 33 40

info@egcomplaints.co.nz

Freepost 192682

PO Box 5875

Wellington 6145

## **20.3 General**

20.3.1 While the Electricity and Gas Complaints Commissioner (EGCC) Scheme disputes resolution process is free, you can also choose to take your complaint to the Disputes Tribunal or through the court system.

20.3.2 Within ten (10) Working Days of resolving any dispute about our charges, we will credit your Account with any amount we owe you, or you will pay us any amount you owe us, unless agreed otherwise.

## **21 About This Contract**

21.1.1 Subject to clause 8.3.1 and clause 17.3.1, we may amend part or all of this contract by giving you at least thirty (30) days' notice under clause 17.1 or 17.1.2, in which we will explain the reasons for the changes.

21.1.2 This contract replaces any other contract you may have had with us and includes any other document referred to in this contract.

21.1.3 If any terms or conditions of this contract are ruled invalid in court, it will not affect the rest of this contract.

21.1.4 You are responsible for paying for the services in this contract and for making sure your



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contractual obligations are met.

21.1.5 We can transfer or assign all or any of our rights and obligations under this contract to someone else. We will notify you of such a transfer or assignment in accordance with clause 17.1. We can also subcontract or delegate all or any of our obligations. The notice given to you will (in addition to notifying you of the transfer) advise you where you can access contact information of the company your account is being transferred to, and when the transfer will take effect. For the avoidance of doubt any such notice may take immediate effect.

21.1.6 In addition to the above, the Electricity Authority is able to assign our rights and obligations in respect of the supply of electricity to you under these terms to another electricity retailer in the event that we commit an "event of default", as that term is defined in the Electricity Code. In the event that such an assignment occurs, the terms on which you will be supplied with electricity by the recipient retailer will be amended to the standard terms that the recipient retailer would normally have offered to you immediately before the relevant "event of default" occurred (or such other terms that are more advantageous to you than the recipient retailer's standard terms, as the recipient retailer and the Electricity Authority agree). On such an assignment, these terms may be amended to include a minimum term in respect of which you must pay an amount if you wish to cancel these terms prior to the expiry of that minimum term. We may provide information about you to the Electricity Authority (and the Electricity Authority may pass this information on to the recipient electricity retailer), if required under the Electricity Code. The terms set out in this clause are included for the benefit of the Electricity Authority for the purposes of the Contracts (Privity) Act 1982 and may not be amended without the consent of the Electricity Authority.

21.1.7 You may not transfer or assign any of your rights or obligations under this contract to another person unless we agree.

21.1.8 If we have or are likely to have a receiver, liquidator, administrator or other similar officer appointed, we will take all reasonable steps to ensure that you receive continuity of electricity supply.

21.1.9 We have based this contract on the Guidelines (the Electricity Commissions' "Guidelines for Domestic contracts for Delivery of Electricity (Interposed)"). In the event of any conflict between this contract and the Guidelines the Terms and Conditions in this contract will prevail. You can obtain a copy of the Guidelines from the Electricity Authority's website: [www.ea.govt.nz](http://www.ea.govt.nz).

## **22 Definitions**

**22.1 In this Agreement, the following definitions shall have the following meanings:**

**Account** means your customer account with us for the provision of electricity or electricity supply services in respect of your Premises;

**Authorised Tradesperson** means any person who is authorised under the Electricity Act 1992 to do prescribed electrical work;

**Bond** means a sum of money we collect from you and hold as security against non-payment by you of our invoices;



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**Customer Service Line** means a line (whether owned by you or a third party or parties) that conveys electricity between the Network and your Premises;

**Customer Sign Up Form** means for new customers; the SuperPower Business Services agreement and/or the SuperPower Consumer Services agreement form, together with the applicable SuperPower Specific Terms agreement form; or for existing SuperPower customers; the applicable SuperPower Specific Terms agreement form.

**Distributor** means a person who supplies Line Services to any other person or persons (and includes the Distributor's representatives or contractors);

**Distributor's Equipment** means the Fittings and/or Meters owned by the Distributor, the Distributor's agent or any other third party with whom the Distributor has contracted with for the use by the Distributor of such third party's Fittings or Meters which are from time to time installed in, over or upon a customer's Premises;

**Electricity Commission** means the body continued under subpart 1 of Part 15 of the Electricity Act 1992, and subsequently replaced by the Electricity Authority;

**Electricity Governance Regulations and Rules** means the Electricity Governance Regulations 2003, and any other regulations made pursuant to subpart 2 of part 14 of the Electricity Act 1992, and the rules called the Electricity Governance Rules made by the Minister of Energy under section 172H of the Electricity Act 1992 by notice published in the Gazette, as may be amended from time to time;

**Fitting** means everything used, designed or intended for use, in or in connection with the generation, conversion, transformation, conveyance, measurement, or use of electricity;

**Grid** means the assets used or owned by Transpower for the purpose of conveying electricity;

**Guidelines** means the Guidelines for Domestic contracts for Delivery of Electricity (Interposed); Lines means works that are used or intended to be used for the conveyance of electricity and includes Customer Service Line;

**Lines Services** means:

- a. the provision and maintenance of works for the conveyance of electricity; and
- b. the operation of such works, including the control of voltage;

**Medically Dependent Vulnerable Customer** means a customer who is dependent on electricity for critical medical support;

**Meter or Smart Meter** means a meter that measures the electricity used and includes all associated wiring and equipment, such as the Meter Data Logger;

**Meter Data Logger** means a device that reads meters every half hour and facilitates a number of value added services.

**Network** means Lines, equipment and plant owned by the Distributor and used to convey electricity between the Grid and your Point of Connection;



**Point of Connection** means the point where your Customer Service Line connects to the Network. For most properties the Point of Connection is normally at the property boundary. However, the Point of Connection will vary from case to case and may depend on specific historical facts. For example, the position may be different in respect of the properties which have been subdivided. You should contact us or your distributor if you are unsure where your Point of Connection is;

**Premises** means the property to which electricity is supplied or is to be supplied to a consumer (including the land and buildings within the boundary of the property);

**Public Holidays** means Christmas Day, Boxing Day, New Year's Day, 2 January, Waitangi Day, Good Friday, Easter Monday, ANZAC Day, the Sovereign's birthday and Labour Day;

**Qualified** means legally qualified and also authorised by the Distributor;

**Retailer** means a person who supplies electricity to another person for any purpose other than for resupply by the other person (and includes us or another retailer and any representatives or contractors of a retailer);

**Surge Protection Device** means a device designed to protect electrical equipment from voltage surges;

**Specific Terms** means the Specific Terms that may have been agreed between us that add or modify these standard terms;

**Transpower** means Transpower New Zealand Limited or any subsidiary of, or successor to, that company;

**Vulnerable Customer** is defined in clause 5.2;

**We, us, our** means SuperPower Technologies Ltd. (and includes our representatives or contractors);

**Working Day** means any day of the week other than Saturday, Sunday, and Public Holidays; and

**You, your** means:

- a. you;
- b. a person who is supplied or who applies to be supplied with electricity by a Retailer; and,
- c. if more than one person is supplied with electricity by the Retailer, those people

