

Your Connection with Empower

Terms and conditions of supply
for residential customers

Effective 1 August 2008



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Introduction

This booklet sets out our terms and conditions of supply, which describe our responsibilities to you and your responsibilities to us.

Words that appear in italics in this booklet are defined on pages 34–35. The word will appear in italics only once, and thereafter in normal text.

It's important that *you* read and understand this booklet as in remaining, or becoming, *our* customer you agree to abide by these terms and conditions.

These terms and conditions apply where *we* supply you with electricity and are effective from 1 August 2008. However, if you are an existing customer on 1 August 2008, these terms and conditions will apply to you from 1 October 2008. They replace any previous terms and conditions that apply to the supply of electricity by *us* to you.

Our contract with you includes these terms and conditions, *your pricing plan(s)* and any additional terms and conditions that relate to the specific *services*, payment options and/or products you obtain from us from time to time. Together, these comprise a legally binding *agreement* between us.

We will supply you with electricity and provide other services as necessary or as requested by you. At all times we will ensure that the quality of these services meet:

- the requirements set out in this agreement,
- all legal requirements and applicable statutes, regulations, industry rules and *codes of practice*, and
- good industry practice.

This agreement is also subject to any requirements your local *network operator* may impose on the use of its electricity *network*.

We are not required to carry out our obligations under this agreement when we are prevented from doing so by an event beyond our reasonable control. In such circumstances, we will try to restore normal services as soon as practicable.

The supply of electricity to you may not be continuous and uninterrupted. We do not guarantee the continuous supply of electricity to your *property*.

If you have any questions, please call our Customer Care Team on 0800 34 00 00, visit our website at www.empower.co.nz or write to, fax or email us at:

Empower Limited

PO Box 624, Wellington, New Zealand

Fax: 0800 508 101

Email: support@empower.co.nz

1. Being a customer

Becoming a customer

You can become an Empower customer in any area where we offer electricity supply by:

- completing a customer application form,
- phoning us or an agent working on our behalf, or
- moving into a property supplied by us and continuing to take our electricity, in which case, you will need to contact us to make sure your electricity supply continues.

We may choose not to commence or continue supply to anyone if they fail to meet our payment, credit or other criteria. Alternatively, we may require you to agree to any extra terms and conditions that we consider necessary.

More than one person can be the customer at any property and, where this occurs, this agreement applies to each of you individually, as well as to all of you jointly.

To become a customer, you may have to pay us a connection fee if your property is not currently connected to the network.

If any person living at your property owes us money, we may refuse to supply electricity to your property until that amount has been paid.

If you have a debt owing to us from a previous account, we may require immediate repayment of that debt, or we may, at our discretion, transfer the debt to any current account you hold with us or any of our related companies.

Moving house

If you are an existing customer, and you are moving house and would like us to supply electricity to your new property, you will need to:

- give us at least two *business days*' prior notice of your move and your new *address* so we can arrange a final meter reading, send a final bill for your current property to your forwarding address and arrange supply at your new property, and

- arrange access for us to complete a final meter reading at your old property, or, at our discretion, you can provide us with a final reading over the phone. We will charge you if we provide a final meter reading.

When we accept your phoned-in final reading, we reserve the right to undertake and charge for an actual final reading if the reading you give us is not consistent with our records. We also reserve the right to adjust your account if the phoned-in reading is later found to be incorrect.

If you move to a new property and wish to remain or become our customer, we may require an initial meter reading at the time you move in. We will agree with you how this initial meter reading is carried out, but if we cannot agree, we will read your meter(s). We may charge you for making an initial meter reading.

If we agree to supply electricity to your new property, these terms and conditions will apply to your new property.

Information we require from you

You need to give us some personal information so we can supply electricity and services to you. It's important that any information you give us is correct and that you tell us if there are any changes to it.

We may use the personal information you give us for a number of purposes, including:

- confirming your identity,
- supplying you with electricity and any other products or services you have requested,
- administering your account (including billing you, sending you notices or contacting you),
- credit checking, credit reporting and debt collection,
- to assess whether you are a *vulnerable consumer*,
- improving our customer service, including monitoring and following up enquiries and complaints,
- informing you or contacting you about our products, brands, special offers, publications and other promotions in which we think you might be interested (including via email or other electronic communication),

- for market research purposes,
- meeting the requirements of this agreement, the law, industry rules and codes of practice, and
- meeting the requirements of the network operator or a trust or a co-operative that owns the network operator.

If you have advised us that you are a vulnerable consumer, or we believe that you are a vulnerable consumer, you agree that we may require a third party to provide us with information about you to verify your status as a vulnerable consumer.

We will keep your personal information secure and hold it in our customer database in accordance with the Privacy Act 1993.

You agree that we may disclose information and/or make inquiries about you with external parties to enable us to exercise our rights under this agreement. This includes such parties as credit checking and/or credit reporting agencies and other electricity suppliers.

We won't disclose your personal information to anyone unless:

- you authorise us to do so, for example, by naming somebody as an authorised person on the account,
- it is being provided for the purpose of conducting business with you,
- it is being provided to Work and Income, where you are a vulnerable consumer and you are unable to pay your electricity bill and we have been unable to contact you to gain your consent,
- it is being provided to a credit checking or credit reporting agency for the purpose of credit checking or in the event that you default on your payments. This information may be used by the credit reporting agency to update and maintain credit information files and may be accessed by the customers of the credit reporting agency's database,
- it is required to meet the requirements of this agreement, the law, industry rules and codes of practice,

- the network operator or *meter owner* requires information for the purpose of maintaining or operating the network or *metering equipment* or communicating with you,
- the network operator and/or trust or co-operative that owns the network operator wants to pass on rebates or discounts to you, or if you are a beneficiary of that person and they wish to communicate with you,
- a trust or co-operative that owns the network operator requires information about you for the purpose of preparing an electoral roll or wishes to communicate with trust beneficiaries,
- it is being provided to the office of the Electricity and Gas Complaints Commissioner or any other industry complaints scheme of which we are a member if a complaint is made by you, or
- a reputable market research organisation requires information about you for the purpose of contacting you, or conducting market research on our behalf.

By being our customer, you authorise us to use and disclose your personal information in the ways described above.

We may also record telephone conversations we have with you to maintain accurate records of our dealings with you, confirm our contractual commitments to each other and help resolve any disputes that may arise between us. We may also use recordings to train our employees and contractors and/or to monitor the level of service they are providing.

We may share your credit and payment history with other energy supply companies, either directly or through credit checking and/or credit reporting agencies, for the purpose of those energy supply companies carrying out credit checks relating to the supply of energy or related services to you.

You authorise us to contact your existing electricity supplier, either directly or through a credit checking and/or credit reporting agency, to verify your credit and payment history.

If your electricity account is in more than one person's name, each person named on the account will be able to access all account information.

You are responsible for keeping confidential any passwords for access to your account details.

Please call our Customer Service Team on 0800 34 00 00 if you would like to know what information we hold about you, or you wish to correct or update your details.

Authorised persons

If your property has an electricity account in only one person's name, we will not share any information about that account with anyone other than the named account holder unless we are expressly authorised to do so by that person. You must tell us if you want to appoint an 'authorised person' to act on your behalf. Your authorised person may need to give us some personal information so that we can identify them when they are operating your electricity account. The authorised person will be able to do most things with your electricity account, but will not be able to close it. In certain circumstances, such as where you are incapacitated or cannot reasonably be contacted by us, we may discuss the account with another person who is not a formally authorised person.

You may also provide one or more 'preferred contacts' who have agreed to assist if a disconnection or payment issue is pending. You agree that we may discuss information about your account with your preferred contacts.

Bonds

We may, at any time, require you to pay us a bond. A bond is a sum of money we collect from you and hold as security against non-payment of our bills. We may, at our discretion, use the bond to reduce the value of any unpaid final bills. If we require a bond, we will tell you why. The bond will not exceed our expected loss in the event that our charges in respect of your electricity supply are not paid.

If we require a bond, we may:

- require you to pay the bond to us immediately, or
- charge you for the bond on the next bill you receive after we advise you that a bond is required, in which case, it must be paid by the due date stated on that bill.

The bond:

- will be held by us in a separate account, and
- will not accrue interest.

We will repay the balance of any bond to you after 12 months, provided you have met all your obligations in relation to your account. We will also repay the balance of your bond when you no longer need us to supply electricity to you, provided all outstanding balances with us have been paid. We will repay your bond either by crediting your account or by refunding you. If we keep your bond for longer than 12 months, we will tell you our reasons for doing so.

Reading your meter

Provided we are given access to your property where required, we plan to read your meter(s) regularly and at least four times a year. In rural and remote areas, or sites with infrequent electricity consumption, your meter(s) may be read less frequently. We will write to you and let you know if we plan to change your meter reading frequency. We may read your meter outside of *business hours* and on days other than business days.

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

You can provide us with your own meter reading by calling us. If we do not accept your reading, we may carry out a special meter reading within five business days. If your reading was accurate, we will not charge you for the cost of the special reading, but if your reading was inaccurate, we may charge you for the cost of the special reading.

Meter tests

We will arrange to have tested any metering equipment on your property that we or you think is faulty. If the testing reveals the metering equipment is not operating within accepted industry standards, and the fault was not caused or contributed to by you, we will:

- replace or repair it,
- meet the cost of the testing, and
- refund, or debit or credit your electricity account with, the value of our assessment of the error in the previous charges from us if the metering equipment has been found to be measuring inaccurately.

If you request a meter test, we may charge you for the cost of the meter testing if the metering equipment is found to be measuring the supply of electricity within accepted industry standards. We will tell you the cost before undertaking the test.

Tampering with your meter

Tampering with a meter is dangerous and is a criminal offence. You must take all reasonable steps to ensure no one tampers or interferes with your metering equipment, and you must tell us immediately if you become aware there may be a problem with your metering equipment, for example, if your bill is unusually low or the meter has stopped.

You must pay for the electricity that we estimate you would have used while your metering equipment was not reading correctly if:

- your metering equipment is tampered or interfered with or bypassed,
- you take advantage of metering equipment that is inaccurate or not operating correctly, or

- you cause, or allow someone else to cause, any other loss or damage to us, the network operator or meter owner.

We may also:

- require you to pay:
 - for any costs or losses we incur in investigating the interference,
 - for any costs we incur in replacing or repairing any damage to the metering equipment, or
 - a bond (or increased bond),
- cease, restrict, limit or suspend the supply of electricity to you, and/or
- take legal action against you.

You need to advise us immediately if you've moved into a property where you suspect the metering equipment has been tampered with, or meter seals have been broken.

Accessing your property

You must provide us (and any party who owns *energy supply equipment* on your property, including network operators) with safe, unobstructed and easy access to your property to:

- read any meter on your property,
- connect, restrict, limit, remove any limit or restriction on or disconnect your electricity supply,
- conduct any inspection, testing, operation, maintenance, service, upgrade, repair or replacement of energy supply equipment,
- install or remove any metering equipment or energy supply equipment,
- investigate or remedy any matter concerning the quality of electricity supply or compliance with your responsibilities under this agreement,
- protect or prevent danger or damage to people or property,
- allow the network operator to trim trees and other vegetation where it is required or entitled to do so under this agreement or any law, or to maintain public safety and the operational integrity of the network, and

- enable us to enforce the terms of this agreement and comply with the law.

We or the network operator and meter owner may do whatever is reasonably necessary to gain access to your property to perform our rights and obligations under this agreement. The right to access your property and perform the above actions continues until you have met all your obligations under this agreement, even if we have ceased supplying electricity to you.

Access to your property must always be safe. For example, any dog or other animal that may put us, or our representatives at risk must be controlled when we visit your property. You will be liable for all costs, loss or damage incurred by us, and you may be prosecuted if any dog or animal threatens or attacks us or our representative, or if you threaten, assault or harass any of our staff, agents or contractors.

We will normally access your property during business hours or at another time we have agreed with you. In some circumstances, you will need to give us immediate access, including if required to:

- restore electricity supply in your neighbourhood after an outage,
- prevent harm to people or property from equipment for which we or the network operator are responsible,
- protect the network, or
- deal with any other emergency situation involving the electricity supply.

If you do not provide us with access to read a meter on your property, or we are unable to read the meter for any reason, we may estimate the amount of electricity supplied and send you a bill based on this estimate.

We will charge you for making a special meter reading if you do not provide us with access during normal business hours. We may also charge you for any costs incurred by us in obtaining access to your property, or attempting to obtain access to your property, including, without limitation, court and legal costs, locksmith costs and security agency costs.

If we are denied reasonable access to your property on two consecutive occasions, or if we consider that access is not safe, unobstructed and easy, we may disconnect, restrict or limit your electricity supply in accordance with this agreement.

Keys and security codes

If any energy supply equipment is located behind locked doors or gates, you will need to provide us with a key and/or security system code, or arrange access for us to install a remote meter register or advanced metering system, if available, that can be read without requiring internal access to your property.

If a key for your property is held by another electricity supplier, you agree that we may ask for, and receive, that key from them. We will keep all keys and details of security arrangements you give us secure and only use them to fulfil our rights and obligations under this agreement.

Charges and payment

We will charge you for electricity supply and any other services we provide to you at the rates set out in our pricing plans or other applicable terms and conditions. These rates may change from time to time.

If the network operator performs services in relation to the supply of electricity or other services to you, and charges us for performing those services, we will pass these charges on to you.

We may also charge you for any services performed at your property where those services have been requested by a third party contractor working on your behalf, for example, a builder, electrician, or arborist.

If our prices change during a billing cycle, we will average out the electricity used over the period to determine a daily average usage and then apportion your bill at the different rates. We will show the consumption at the different rates on your bill.

Please contact us if you would like to receive a copy of the current pricing plans and fees relating to the supply of electricity or other services to you.

Estimated accounts

Our charges will be based either on an actual meter reading or an estimate of the electricity you use, and your bill will indicate whether it is based on an actual or estimated meter reading.

If your bill is based on our estimate of your consumption, you may read your own meter and advise us of your meter reading and we may, at our discretion, accept that reading from you. However, we reserve the right to reject the meter reading you give us if it is not consistent with our records. If we accept the meter reading you give us, we will send you a new bill based on this meter reading, and you agree to pay the amount shown on that new bill.

If you are changing electricity retailer, we may base our final bill on an estimate of the amount of electricity supplied by us and provide this estimated reading to the new retailer as a starting point for their billing.

Billing you

Unless we advise you otherwise in writing, we plan to send you a bill every month for the electricity you use and any other services we provide to you. The amounts payable in relation to any bill may be rounded. We will write to you and let you know if we plan to change the frequency of billing. You must notify us immediately if you do not receive regular bills from us.

You will be responsible for any charges from the earlier of the date that:

- you occupy or become responsible for the property, or
- we first supply electricity or services to you unless agreed otherwise by you and us.

If you are changing your electricity supply to Empower from another electricity supplier, or have moved house, our first bill may cover a period shorter or longer than one month.

If it is discovered that there has been a failure to bill you, or that any bill is found to be inaccurate (including where electricity has been supplied but not previously billed, or there are tariff and metering errors), you are liable for the correct amount, and we will issue or adjust the relevant bills accordingly and our normal payment terms will apply. If we have made an error and charged you too much, you are entitled to a refund of the difference between the incorrect and correct amounts. This does not apply where your bill is based on an estimate of your electricity consumption because an adjustment will be made automatically in a subsequent bill based on an actual meter reading.

No interest is payable on any amount that has been overpaid or underpaid.

You are responsible, and agree to pay in accordance with this agreement, for all electricity and other services used or received by you at your property.

Bill payment

You must pay all charges and fees (including GST and any other applicable taxes or levies) relating to our supply of electricity and/or services to you, as shown on our bills, in full and by the due date on the bill (whether the electricity supplied is based on a meter reading or an estimate, and including rounding if applicable). These charges will be calculated based on your pricing plan at the time the electricity is supplied to you.

You may not deduct or set off any amount from the amounts shown on the bill.

We can accept payments in relation to your account offered or made by any person, not just by you or your authorised person.

There are a number of ways you can pay your bill:

- direct debit,
- automatic payment,
- internet banking,
- telephone banking,
- credit card,
- in person at an authorised collection agency, and/or
- cheque.

Any prompt payment discount amount shown on your bill will apply if you pay your account in full and by the due date stated on your bill.

If you can't pay your account by the due date, you need to let us know immediately so we can discuss payment arrangements. If you continue to have problems meeting payments, we may require you to change to a different payment or meter option.

If we have entered into a payment arrangement with you, you must adhere strictly to the terms of that arrangement at all times. The payment arrangement will only put disconnection on hold. Failure to honour that arrangement may result in disconnection.

If any payment you make is dishonoured by your bank, we will charge a dishonour fee in addition to recovering all other amounts owed to us.

When we receive payment from you, we will use that amount to pay any overdue charges before paying your current charges.

Please contact us immediately if you think there is something wrong with your bill. Where you are disputing all or part of a bill, you are still required to pay all other charges that you do not dispute. If you do not pay those undisputed charges, or you do not contact us and do not pay your bill, you may be disconnected in accordance with this agreement.

If you fail to pay our charges and/or subsequently move to another electricity retailer, we may register your payment default with a credit reporting agency.

Ending this agreement

This agreement will come to an end when you have stopped receiving electricity supply and services from us and met all your obligations under this agreement.

However, even if we stop supplying you with electricity or other services, the terms of this agreement will continue to apply until their purpose is served. For example:

- terms relating to payment of any outstanding account balances will continue to apply until the balance is cleared, and/or
- if the electricity supply at your property has been disconnected for a period of time and you have not contracted with another supplier of electricity, we or the meter owner or network operator may access your property to remove any energy supply equipment owned by us, the meter owner or the network operator.

If you want to close your electricity account with us, you must give us at least two business days' notice, obtain a final meter reading and provide us with your forwarding address. A charge applies for a final meter reading fee. We may, however, at our discretion, accept a final reading from you.

If you leave a property (for example, if you move from a flat where your flatmates are staying on) and your name is on the electricity account, it's important to tell us that you are terminating your account with us and, if necessary, arrange with us for it to be transferred to another person(s). If you want to transfer your account to someone else at your property, we will need to speak to that person(s) and accept them as our customer before the account can be transferred. You will remain liable for so long as you remain the account holder and electricity is consumed at the property. You agree that we may add any of your unpaid bills with us from any other property to your bills for electricity used at your new property.

Our charges to you for the terminated supply will stop on the date agreed between us. If we need to disconnect you, you may also have to pay a disconnection fee.

2. Disconnection

Disconnecting your electricity supply

You need to tell us if you want your electricity supply disconnected; otherwise, you will continue to be liable for our charges for the supply of electricity and related services for as long as the property remains connected to the network and you remain our customer, even if you are no longer occupying the property.

If you want your electricity supply disconnected, either temporarily or permanently, you need to give us two business days' prior notice. A disconnection charge will apply, and there will be additional charges for reconnection of your electricity supply (see the section on **Getting reconnected**).

If you contact the network operator directly to have your electricity supply disconnected and they charge us, we will pass this charge on to you.

Disconnection for non-payment

We may disconnect your electricity supply if you fail to pay our bills, including for any bond payment and those bills based on an estimate, for the supply of electricity and related services in full and by the due date on the bill.

We may disconnect the electricity supply to the property to which the unpaid bill relates and/or any other property at which we supply you with electricity or related services.

We won't disconnect your electricity supply if you have not paid amounts that are genuinely in dispute and we have been made aware of this dispute. However, if you do not pay any amounts that are undisputed, we may disconnect you in relation to those unpaid amounts.

Disconnection by us for other reasons

Your electricity supply may be disconnected without notice for safety reasons or where we need to protect people or property. We may also disconnect your electricity supply if:

- you terminate this agreement (whether or not you intend remaining at your property),

- there is reasonable evidence that you have tampered with or damaged any energy supply equipment,
- there is evidence of electricity theft or other illegal activity,
- any energy supply equipment at your property does not comply with the requirements of the network operator's network connection standards,
- you deny us reasonable access, or access is not safe, unobstructed and easy,
- you threaten, assault or harass any of our staff, agents or contractors,
- you have unpaid bills on accounts you hold with us at any other property, or
- you fail to meet any of your other obligations set out in this agreement.

If your electricity supply is disconnected, you must still pay us the full amount outstanding on your account, including any disconnection fees and other applicable charges.

You may also be required to pay the applicable disconnection fee in relation to each unsuccessful attempt to disconnect your electricity supply where you do not provide us with reasonable access to your property or meter to fulfil our rights or obligations under this agreement.

Warning of disconnection

Except in the case of requested, agreed or emergency disconnections, we will give you:

- at least seven days' notice of warning of disconnection and allow a further three days for that notice to be delivered to you, and
- a final warning no less than 24 hours nor more than seven days before disconnecting you (the final warning will specify these timeframes).

We will take reasonable steps to ensure you receive our final warning. If you do not prevent the disconnection, but we are unable to disconnect you within those timeframes, we will send you a further final warning before actually disconnecting you.

Our disconnection warnings will include information about:

- the address of the property to be disconnected,
- our dispute resolution process,
- the cost of reconnection (including details of any charges you are required to pay in addition to the payment of your unpaid bill), and
- how to pay and who to contact to arrange for payment of your unpaid bills.

Restricting or limiting your energy supply

We may, at our sole discretion, choose to restrict or limit your energy supply instead of, or in advance of, disconnection in any of the circumstances under which we may disconnect your energy supply pursuant to this agreement. Restricting or limiting your energy supply may result in disconnection of your supply if your energy use exceeds that restriction or limitation.

Getting reconnected or removing a restriction or limitation

Please contact us if you want to start or remove any restriction or limitation to your electricity supply again after it has been disconnected, restricted or limited for any reason. You are responsible for ensuring that all appliances at your property are switched off at the time of reconnection. Before reconnecting your electricity supply, or removing a restriction or limitation, we may require you to:

- be present at the time of reconnection,
- pay the total amount outstanding on your account (not just any overdue amount),
- pay any outstanding disconnection fees and any additional fees incurred during the disconnection process,
- pay any applicable fees for restricting or limiting your energy supply or removing such restrictions or limitations,
- pay a reconnection fee,
- pay any charges that have accumulated in relation to your property since your electricity supply was disconnected, restricted or limited,

- pay a bond (or an increased bond),
- provide, to our satisfaction, ongoing access to your property to fulfil our obligations under this agreement, and
- agree to any extra terms and conditions that we consider necessary.

We may also require you to pay the applicable reconnection fee in relation to each unsuccessful attempt to reconnect or remove a restriction or limitation on your electricity supply where you do not provide us with reasonable access to your property or your meter to fulfil our rights or obligations under this agreement.

Debt collection costs

It is your responsibility to pay us or our debt collector for any costs incurred in recovering any money you owe under this agreement, including, without limitation, all collection costs, revenue costs, legal fees, administration fees and/or other costs related to late or non-payment. This obligation will continue after this agreement has ended.

3. Network and other requirements

The network operator

In most network areas, we contract with the network operator to transport the electricity across its network to your property. In these circumstances, this agreement is for both network services and supply of electricity. However, where a network operator requires you, or you elect (where available), to contract with the network operator directly for network services, this agreement excludes the provision of network services, and you must comply with the terms of your agreement with the network operator. However, this will not affect our obligations to each other or each party's rights as set out in this agreement. We are not able to supply electricity to you unless either you or we have an agreement with the network operator.

With the exception of metering equipment, you are responsible for the maintenance, repair, replacement, enhancement and safety of all energy supply equipment beyond the *point of supply*.

The electricity point of supply is usually at the pole fuse for an overhead connection and the property boundary for an underground connection.

However, there are exceptions to the above general rule. If energy supply equipment entering your property is also supplying someone else, then the point of supply is where the supply becomes exclusive to you. However, you may be required to pay for, or own and maintain, the shared energy supply equipment required to supply your property between the network and your point of supply. Where part of the exclusive supply to your property is located on a neighbour's property, then you may be required to own and maintain the energy supply equipment on their property that is exclusive to you.

Where you have entered a contract that defines the point of supply as being elsewhere, then the point of supply will be as defined in that contract. Please contact us or the network operator if you have any queries.

The equipment used to supply electricity to you has limited capacity. You must inform us if you expect to increase the amount of electricity you use substantially (for example, if you plan to install a spa pool, kiln or other equipment that uses a significant amount of electricity). Please ask your electrician if your proposed increase in usage will exceed your current capacity.

You have certain responsibilities relating to transporting electricity to your property. In particular, you must:

- not interfere with the network,
- not send signals or other communications through the network or connect or reconnect your equipment directly to the network,
- obtain our prior consent and that of the network operator if you wish to generate electricity at your property and export it into the network. Additional terms and conditions will apply in this situation, and you will be charged for any additional meters required at your property for this purpose,
- ensure that the way you use electricity at your property does not interfere with the quality of electricity supplied to others, or interfere with the network or metering equipment. If it does, you must stop the interference as soon as you become aware of it. You will be in breach of this agreement if you have become aware, or ought to have become aware, of the interference and did not stop it,
- ensure that your property and any energy supply equipment for which you are responsible comply with all statutory and regulatory requirements,
- comply with the network operator's network connection standards. You can obtain a copy of these from the network operator, and

- keep trees, vegetation and other obstacles on your property clear of energy supply equipment. As at the date of this agreement, your rights and obligations in relation to keeping lines clear are set out in the Electricity (Hazards from Trees) Regulations 2003.

Please contact us if you have any queries or require further information about any of your responsibilities in relation to the transportation of electricity to your property.

It may be necessary for the network operator or meter owner to install, maintain, alter, or replace energy supply equipment on your property. In this case, you agree to provide access for that purpose and a safe, secure and accessible location for that energy supply equipment including reasonable protection against interference with it or damage to it. This includes upgrading or providing a new location if the existing location is unsuitable or unsafe. You will be responsible for any damage to the network or metering equipment arising from your negligence or wilful act or omission or through your failure to provide such protection.

The network operator is entitled to interrupt or disconnect your supply, including if:

- your supply or equipment is unsafe,
- you fail to meet your responsibilities relating to the network or the network operator set out in this agreement,
- the network operator is requested by us to do so,
- you fail to grant access to the network operator or meter owner where required under this agreement,
- it is necessary to protect people or property, or protect the network or metering equipment, or deal with any other emergency situation involving the supply of electricity, or
- there is a failure or constraint on the network.

In the event of any interruption in supply, you must treat all electrical equipment as live. You will need to disconnect or switch off all electrical equipment that could create a hazard before your electricity supply is restored. Please contact us, or the network operator, if you become aware that any fittings or equipment relating to your electricity supply are defective, damaged or causing a hazard.

Metering equipment and energy supply equipment

Unless we have otherwise agreed with you, we will arrange for metering equipment to be placed on your property. You do not own this metering equipment and, therefore, must not allow it to become a fixture or fitting of your property or move or remove it from the location to which it is supplied without our consent. You must not allow metering equipment to be encumbered or used as security in any way or allow any lien to be created over it.

You agree to pay all costs relating to installing or altering any energy supply equipment relating to your property. You will not be charged for any installation costs where we decide to replace the energy supply equipment if the existing equipment is suitable for your electricity use and pricing plan. However, you are responsible for any costs of ensuring that all energy supply equipment (excluding the metering equipment) on your property meets all legal and network requirements. Where we consider that any such energy supply equipment does not meet all legal and/or network requirements, we may arrange for a third party, at your cost, to undertake any work necessary to remedy such non-compliance.

Your metering set-up needs to be suitable for your pricing plan and the amount of electricity you use. Some of our pricing plans require special metering and control equipment. You are responsible for arranging and paying for any alterations to your property or the network where that is required by the terms of your pricing plan. If you require advice specific to your property, we may need to visit your property and may charge you the cost of this visit.

In some cases, it may be necessary to upgrade or downgrade part of the network and/or metering equipment if your consumption changes. We and/or the network operator may charge you the costs of upgrading, downgrading or installing new parts of the network and/or metering equipment.

If you don't own your property (for example, you're renting), you must obtain the owner's or landlord's permission before we can install, modify, remove or replace any part of the network or metering equipment on your property. If you do not obtain this permission, you must indemnify us against any claims your property owner or landlord makes against us.

You must provide us with a safe, secure and accessible location for the network and metering equipment on your property at no cost to us. This may involve you digging trenches and building structures on your property, and providing and maintaining a meter board on which we can install the required metering equipment and which is easy for us to access. If the location is not secure, safe and accessible, we may require you to provide a more suitable location and/or meet the cost of relocating the network, meter board and/or metering equipment.

You agree to protect all parts of the network supplying your property and all metering equipment against interference, damage, loss, destruction or seizure. This may include weatherproofing the metering equipment at your expense. You must notify us immediately if any part of the network or metering equipment on your property is damaged, defective or otherwise appears unsafe. We may recover from you the cost of repairing or replacing any damaged network or metering equipment where the damage could have been prevented by you taking reasonable care. We will advise you of the cost of repairing or replacing the network or metering equipment before undertaking the work.

If you have any work done on your property that may affect the network or metering equipment, or requires their relocation or replacement, you must give us at least five business days' prior notice. We will advise you of these charges before you undertake such work.

If you add to, modify, remove or replace any energy supply equipment on your property, we may require you to upgrade or downgrade your metering equipment, and this may affect the price at which we supply electricity to you. We may also charge you for any work performed on the metering equipment.

We may repair, test, check, change or replace any metering equipment at any time. We may also install check meters to ensure all meters are giving correct readings, or install remote meter reading devices. We will advise you of any charges or change to the pricing plans that will apply to you before we install, change or replace the metering equipment.

Your responsibilities

You are responsible for:

- all energy supply equipment (except metering equipment) located on your property beyond the point of supply,
- making sure the energy supply equipment (except metering equipment) and appliances installed at your property comply with all relevant legal requirements and the network operator's network connection standards, including making sure any alterations or maintenance is certified by qualified personnel where required,
- arranging and paying for any alterations, repairs and/or maintenance that may be required to your own meter box or meter board and any switchboard, sub or fuse board or other wiring or piping,
- identifying and notifying us about all of the meters that are used in the supply of electricity to your property, and
- all electricity registered by the meter, unless the metering equipment is found to be faulty (please see the section on "**Meter tests**").

You must let us know if:

- you experience any issues with the quality of your electricity supply (for example, low voltage),
- there is or will be any substantial increase or decrease in your demand for electricity from us,

- any energy supply equipment on your property is defective, damaged or (in the case of metering equipment) operating inaccurately, so we can suspend your supply if necessary and carry out or arrange repair or maintenance work (or recommend contractors to do so) at your cost, and
- you become aware of a hazardous situation.

Interruption to your electricity supply

Circumstances or events beyond our control may cause your electricity supply to be interrupted from time to time. Where practicable, we, or the network operator, will notify you at least four days in advance of any planned interruption to your electricity supply. We are unable to give advance notice for sudden, unplanned interruptions.

We or the network operator may temporarily suspend electricity supply to some of your equipment where you are on an electricity pricing plan that allows us to do so (for example, a plan that allows us to control supply to your hot water cylinder).

Following an interruption, we, or the network operator, will resume the supply of your electricity and services as soon as reasonably practicable.

Protecting your electrical equipment

Surges or spikes are momentary fluctuations in voltage or frequency that can occur at any time and are not treated as interruptions. Surges or spikes can also occur as a normal part of our operations, including, but not limited to, reconnection.

We strongly recommend you install surge protection devices for *sensitive appliances*. We also recommend you take out insurance against surges, spikes and other fluctuations or interruptions in electricity supply.

Safety

For your safety and the safety of those around you:

- dial 111 in an emergency,
- call us immediately on 0800 34 00 00 if you think there is a possibility that our electricity supply could endanger people or property,

- do not interfere with any wires that supply electricity to your property. Make sure only qualified personnel perform any maintenance or repairs on any equipment or appliances at your property,
- your electricity supply can only be connected, disconnected or reconnected by a person authorised by us, and
- call us before demolishing or removing any buildings connected to an electricity supply or containing metering equipment.

We may disconnect the supply to your property, without prior notice, if we consider any lines, fittings, equipment, installations or appliances at your property are unsafe or do not comply with legal requirements or the requirements of the network operator or meter owner.

For safety reasons, if you have a new or altered connection or your electricity supply has been disconnected, we may also require you to produce an acceptable compliance certificate for your electricity installation. We may also request a copy of this certificate at any time.

We want to make sure the electricity we supply to customers is transported and used in a safe way. For more safety information we recommend you contact our Customer Care Team on 0800 34 00 00.

Trees, vegetation and maintaining clearances

You must keep trees, vegetation and other obstacles clear of the network and energy supply equipment. If you don't, the network operator may be entitled to enter your property and trim or remove any tree or vegetation threatening the network (including network and/or energy supply equipment).

As at the date of this agreement, the rights and obligations of tree owners and network operators are set out in the Electricity (Hazards from Trees) Regulations 2003. You can obtain more information about the tree-trimming regulations from the Ministry of Economic Development, your local authority, or your local network operator. You agree to comply with these regulations or any replacement of them.

4. General

Liability

Subject to the maximum amounts set out below, any liability we have to you, in contract or tort, is limited to direct physical loss or damage to property or goods, where that loss or damage was reasonably foreseeable, and has been directly caused by:

- a breach of these terms and conditions by us, and/or
- our negligence.

We will not, in any event, be liable to you or anyone else for any indirect or consequential losses, or loss of profits or other similar losses, or in an event or circumstance beyond our control (a 'force majeure event' – see the section below on **Force majeure – events beyond our control**).

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

Without limiting the above, we or the network operator will not be responsible for:

- any damage caused to sensitive appliances, including loss of electronic data, arising from momentary surges, spikes and other fluctuations or interruptions in the voltage or frequency of the electricity supply, or
- any loss or damage caused by you failing to switch off any appliances at your property prior to reconnection.

If you wish to seek compensation for loss or damage, you will need to write to us within 21 days of the event occurring. If you haven't written to us within 21 days to advise us of a possible claim, we will not cover any loss of, or damage to, your property.

The limitations of liability set out in this section ‘Liability’ or elsewhere in this agreement extend to our employees and agents, the network operator and meter owner, for the purposes of the Contracts (Privity) Act 1982. The other provisions in this agreement that refer to the network operator or meter owner are intended to be for the benefit of, and are enforceable by, the network operator and meter owner, respectively, under the Contracts (Privity) Act 1982.

As a residential customer, nothing in this agreement excludes any rights or remedies you have under the Consumer Guarantees Act 1993 unless you are purchasing electricity from us for the purposes of a business.

If you believe that the network operator has caused you loss or damage, you may wish to advise us. We may, at our sole discretion, seek to try to recover from the network operator the amount of any loss or damage you claim to have suffered. If we recover anything from the network operator, we will pass through to you the amount so recovered (less our reasonable costs of recovering such amount) that is applicable to you. If the amount we recover from the network operator relates to more than one customer, we will distribute the amount recovered (less our reasonable costs of recovering such amount) in proportion to each customer’s identified loss. Other than paying you such amount, we will have no liability to you in respect of any defaults by the network operator.

If you on-sell electricity to another person, you need to advise us, and special terms and conditions will apply. In these circumstances, the network operator’s obligations are excluded to the maximum extent permitted by law.

Except as expressly set out in this agreement, our liability and the liability of the network operator, including any liability in tort (including negligence), contract, breach of statutory duty, equity or otherwise is excluded to the maximum extent permitted by law.

Force majeure – events beyond our control

A force majeure event includes, but is not limited to:

- acts of God, war (whether declared or not), terrorism, riots, civil insurrection, epidemic,
- strikes and any other industrial action,
- storms, lightning, flood, earthquake, fire, landslide, accumulation of snow or ice, acts of animals,
- motor vehicle or other accident,
- faults in the network or acts or omissions by the network operator or meter owner,
- malicious damage,
- surges, spikes, other fluctuations or interruptions in the conveyance of electricity into the network,
- the partial or entire failure of supply or availability of electricity into the network,
- extreme electricity shortages, extreme pricing events or threats to our ability to supply electricity,
- compliance with any law or government order, rule, regulation or direction, or
- your acts or omissions or any defect or abnormal conditions in or about your property
- other similar circumstances beyond our control.

Following a force majeure event, we will try to restore services to you as soon as reasonably practicable.

Transfer of rights

We can assign or transfer any or all of the rights and obligations we have under this agreement to someone else. We may also subcontract or delegate any or all of our responsibilities under this agreement to another party. This agreement and your rights and obligations may not be transferred or assigned or subcontracted by you to any other person.

Contacting you

Any notice or bill we send you will be, at our discretion:

- delivered to your address,
- mailed to the last postal address you have provided to us,

- sent to the latest fax number you have given us, or
- emailed to you at the latest email address you supplied to us.

We are entitled to assume that our notices or bills have been received by you:

- on the day of delivery if delivered to your address,
- three days after being posted to you,
- on the day of transmission if we faxed or emailed them, or
- at the time an email was transmitted by us to your email address.

Changing this agreement

We may make changes to these terms and conditions and our prices from time to time.

We will notify you of any changes to these terms and conditions and any increases in our prices by writing to you, or by placing a notice in your local newspaper, at least 30 days before the changes come into effect.

We will also explain the reasons for any change to these terms and conditions, or for an increase in the price of electricity, when we give you notice about that change or increase. If any of your electricity prices increase by more than five per cent, we will write to you individually as soon as practicable.

Making a complaint

We are committed to improving our customer service, but sometimes things can go wrong. If this happens, we want to know, so please tell us. Once we hear from you, we will:

- try to resolve your problem as soon as possible,
- refer it to more senior personnel for resolution if the problem is too difficult to resolve immediately (if the matter is complex, we may ask you to put it in writing), and
- after assessing the situation, we will get back to you within seven business days. If it is going to take longer than that, we will write to you to explain why.

We are currently a member of the Electricity and Gas Complaints Commission (EGCC), and we are committed to maintaining the standards contained in the EGCC code of practice. Provided the EGCC has the jurisdiction to consider your particular complaint, you can refer your problem with us to the EGCC if your complaint has reached deadlock, that is, if:

- you are not happy with the way we propose to resolve your complaint,
- we have not resolved the complaint within 20 business days of receiving it and we haven't written to you explaining why we need additional time, or
- we have not resolved your complaint within 40 business days of receiving it.

You have two months to refer the matter to the EGCC for investigation if you consider your complaint has reached deadlock.

Contact details for the EGCC are:

Electricity and Gas Complaints Commissioner
PO Box 6144, Marion Square, Wellington
Freephone: 0800 22 33 40
Email: info@egcomplaints.co.nz

If, for some reason, you remain unsatisfied with the way your complaint has been dealt with, even after the intervention of the EGCC, you can pursue the matter in another forum (for example the Disputes Tribunal or the court system).

If we become a member of any other industry dispute resolution scheme, then this agreement will be deemed to be subject to the terms of that scheme.

What some of the words used in this booklet mean

'agreement' means these terms and conditions, your pricing plan(s) and any additional terms and conditions that relate to the specific services, payment options and/or products you obtain from us from time to time.

'business day' means any day not including a Saturday or Sunday or any public holiday.

'business hours' means Monday to Friday, 9am to 5pm.

'code of practice' means the Electricity Consumer Code of Practice, which is operated by the Electricity and Gas Complaints Commission, and/or any other industry customer complaints scheme that may apply to us, as amended from time to time.

'energy supply equipment' means the service mains, pipes, poles, wires, fittings, metering equipment and any other assets relating to the supply or use of electricity.

'metering equipment' means any meter or associated equipment (including software) used to measure and/or provide information about your electricity usage, and to regulate and/or control the supply of electricity to your property.

'meter owner' means the person that owns and/or is responsible for installing, maintaining and repairing the metering equipment situated at your property.

'network' means the energy supply equipment owned by the network operator that is used to transport electricity to points of supply.

'network operator' means a person that provides the distribution and/or transmission services to your property.

'point of supply' means the point at which the responsibility for energy supply equipment transfers to you.

'pricing plans' means the relevant pricing plan(s) for electricity and services that applies to you, as published or advised by us, which may change from time to time.

'property' and **'address'** mean the property (including any building) where we agree to supply electricity to you.

‘sensitive appliances’ means electrical equipment that contains electronic circuitry or control systems. Major household appliances that fall into this category include, but are not limited to, televisions, cordless telephones, microwaves, stereos, computers, radios, washing machines and driers, fridges, freezers, videos, DVD players and dishwashers.

‘services’ means the supply of electricity, and:

- contracting with the network operator for the supply of distribution and/or transmission services to your property, and/or
- contracting with the meter owner to provide metering services at your property, and/or
- providing other goods and services that may be included in our pricing plans or provided under any additional terms and conditions of which we have notified you, or as otherwise agreed with you.

‘vulnerable consumer’ means you, if, for reasons of age, health or disability, disconnection of electricity presents a clear threat to your or a member of your household’s health or wellbeing.

‘we’, ‘us’ and ‘our’ refer to Empower Limited and include its officers, employees, contractors, agents, successors and assignees.

‘you’ and ‘your’ refer to you, our customer.

Headings are for reference only and do not affect the interpretation of this agreement. If any term of this agreement is ruled invalid in court, it will not affect the rest of the agreement, and all other terms and conditions will remain in full force and effect.

Contacting us

If there is anything you don't understand, or if you would like more information, please call our Customer Care Team on 0800 34 00 00, visit our website at www.empower.co.nz or write to, fax or email us at:

Empower Limited

PO Box 624

Wellington

New Zealand

Fax: 0800 508 101

Email: support@empower.co.nz



www.empower.co.nz