

VOCUS ENERGY.

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STANDARD TERMS AND CONDITIONS.

These Terms & Conditions apply to electricity customers of Vocus Communications.

1. INTRODUCTION

- 1.1. These are the terms of your relationship with Vocus Communications (Vocus). In remaining, or becoming, a Vocus customer, you and Vocus agree to these terms and conditions, unless agreed otherwise in writing.
- 1.2. These terms and conditions are a legally binding document between us. They apply to the supply of electricity and reticulated gas and other associated services unless otherwise agreed in writing.
- 1.3. These terms apply to all customers who have signed up under the Switch Utilities or Vocus brand as follows:
 - a) For customers previously branded Switch Utilities who signed up before 1 November 2018, these terms and conditions are effective from 1 January 2019.
 - b) For customers previously branded Switch Utilities who signed up on or after 1 November 2018, these terms and conditions are effective from the date they joined us.
 - c) For Vocus customers who signed up before 24 January 2019, these terms and conditions are effective from 20 March 2019.
 - d) For Vocus customers signing up on or after 24 January 2019, these terms and conditions are effective from the date they joined us.
- 1.4. To deliver energy to you we rely on the network connected to your property and the national transmission systems that convey energy throughout New Zealand. We can only supply you with energy if either you or we have an agreement with the owner of the network connected to your property permitting the delivery of energy to your property.
- 1.5. The agreement we have with the network company connected to your property contains terms that you must comply with, and that form part of these terms. These terms describe the general nature of the terms contained in agreements we have with the network company.
- 1.6. We can tell you of any additional terms applicable to you. These terms also set out the respective responsibilities of you, Vocus and the network company in relation to the supply of energy.
- 1.7. If you are uncertain about any of these terms and conditions, or you have a questions, please contact us on 0800 794 824.
- 1.8. These terms and conditions shall be interpreted in conjunction with the definitions specified in the 'interpretation' section.
- 1.9. If you are a "Time of Use / Half Hour" customer, the following clauses of these standard terms and conditions do not apply to your contract with us: 2.5, 8.8, 8.9 8.10, 12.16,12.23-12.27 and 13.5.

2. BECOMING OUR CUSTOMER

- 2.1. To apply to become a customer you can contact Customer Services:

- a) By phone, or
 - b) By email.
- 2.2. Before we accept your application, you may be required to provide evidence of your tenancy or occupation of the property and we may require a bond in accordance with Section 3.
- 2.3. If your application is accepted (which is at our sole discretion), or you otherwise become a customer, you will be bound by the terms of this agreement (including in respect of energy consumed in the interim).
- 2.4. If you use energy as the occupier of a property to which we supply energy, you will be a provisional customer and (unless we notify you otherwise) you must still make an application to become a customer. We may decline that application, in which case you will cease to be a customer from such date as we advise, and we may disconnect the energy supply to you and cease supplying electricity and/or gas and other associated services. You may be required to pay for the energy consumed in the interim, in accordance with the Industry Standards applicable to pricing and payment.
- 2.5. Upon becoming our customer, we will send you a Welcome Pack summarising your pricing, any fixed term (if applicable) and any specific terms agreed in relation to your energy supply. The Welcome Pack does not replace our agreement with you, but supplements the terms and conditions in this document.
- 2.6. More than one person may be the customer at any property, and each such person will be bound by (and jointly and severally responsible for complying with) this agreement. We may recover unpaid invoices from any one or more persons who are a customer.
- 2.7. You must notify us if you no longer wish to be a joint customer. We may elect to terminate this agreement with respect to the outgoing customer or require the remaining customers to enter into a new agreement (or elect to do both).
- 2.8. You may nominate a preferred contact person or persons to make decisions and deal with us for you under this agreement. You confirm that your nominated contact person is 18 years or older. You will remain responsible for meeting your obligations under this agreement.

3. BONDS

- 3.1. We may require a cash bond within 14 days of request from us and/or a satisfactory credit check before you become our customer and we supply energy or other services. If this is the case, we will tell you when you become our customer and we will give you reasons for our decision. This decision will comply with any relevant regulations or industry standards. If we require a bond, it will be invoiced as early as possible after we accept you as a customer. You must pay the bond within the timeframe specified on the invoice.
- 3.2. We may also ask you for a bond at any time if you are unable to establish a satisfactory credit record or maintain a satisfactory payment record with us.
- 3.3. Any bond for electricity-only residential customers or for gas-only residential customers will not exceed \$150. If we supply you with both electricity and gas for your residential premises, your bond will not exceed \$200. If you are a commercial customer your bond will be as agreed with you. We will not pay interest on the bond. The bond will be held in trust on your behalf in a separate account.
- 3.4. We will repay your bond, less any amounts you owe us, within one month of the earlier of:
- a) You maintaining a satisfactory payment record for at least 12 months; or
 - b) Terminating our supply of energy to you.
- 3.5. We will do this by:
- a) Crediting your account with us; or
 - b) Sending you a cheque; or

- c) Paying you by direct credit to your nominated bank account.
- 3.6. If we need to keep your bond for more than 12 months, we will provide our reasons for doing so to you.

4. COMMENCEMENT AND TERM

- 4.1. Unless there is a different date set out in any special terms, you will be bound by this agreement from the earlier of:
 - a) The date you occupy, or become responsible for the energy account for the property or properties to be supplied under this agreement; or
 - b) The date we first supply you with energy or other services at any property or properties to be supplied under this agreement. This can be from the last date billed by your previous retailer.
- 4.2. Supply of energy can, by arrangement, commence earlier than the date you occupy, or become responsible for the energy account for, the property or properties to be supplied under this agreement. You will be responsible for energy consumed in this earlier period once you enter into this agreement, and you must pay for such energy consumed in this period based on your pricing.
- 4.3. If energy is not supplied at the commencement of this agreement, we will endeavour to commence supply as soon as reasonably practical, subject to any requirements set out in this agreement.
- 4.4. This agreement continues until lawfully terminated.

5. MOVING PREMISES

- 5.1. If you move premise you must:
 - e) Give us at least three business days' notice of your move and your new address so we can send you a final invoice. This requirement for you to provide us with three business days' notice of your move is consistent with applicable regulations and industry standards as at the date of these terms; and
 - f) Let us complete a final meter reading at your old premises (a charge applies) or let us take a final meter reading remotely if an advanced meter has been installed at your old premises (a charge may apply) or, at our discretion, provide us with a final reading over the phone or via our website.
- 5.2. If the final meter reading provided by you does not match your rate of consumption we may ask for a final meter reading to be carried out by an approved meter reader, or take a final meter reading remotely if an advanced meter has been installed, and we may adjust your final invoice accordingly. If this is the case we will endeavour to contact you at the phone number you have provided us. We will only take a reading from the meter at your premises in circumstances that are consistent with applicable regulations and industry standards.
- 5.3. If we agree to supply energy to your new premises, these terms and conditions will apply to your new premises.
- 5.4. If you leave your premises (e.g. if you move from a flat but your flatmates are staying on, or you sell your business to new owners) and your name is on the energy account, it's important to tell us that you are terminating your account with us, and if necessary make arrangements to transfer it to someone else. If you wish to transfer your account to someone else at the premises, we will need to speak to that person(s) and accept them as our customer before the account can be transferred. If you remain the account holder and energy is consumed at the premises after you leave, you will remain liable to us.

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

6. ENERGY SUPPLY

OUR COMMITMENT TO YOU

- 6.1. We are committed to providing you with a safe and reliable energy supply. We cannot guarantee a continuous energy supply or that the voltage or frequency of electricity supplied to you will not fluctuate. Vocus will supply electricity/gas:
- a) In a manner consistent with all legal obligations relating to the supply of electricity and/or gas (including the Electricity Act 1992, the Electricity Industry Act 2010, the Electricity Industry Participation Code 2010 and the Consumer Guarantees Act 1993, the Gas Act 1992 and the Gas Regulations 1993);
 - b) Where applicable, in order to supply you with these services you and your gas installation, fittings and appliances must comply with all legal requirements and applicable statutes, regulations, and industry rules and code of practice, and with the network company's requirements for connection to its distribution network. We will assist you to obtain details of those requirements but are under no obligation to provide you with natural gas or associated services until all such requirements are met;
 - c) In accordance with good industry practice in New Zealand;
 - d) In accordance with any relevant industry protocols and codes of practice.

PLANNED INTERRUPTIONS TO ENERGY SUPPLY

- 6.2. Planned interruptions to the supply of energy may be necessary:
- a) For maintaining the equipment associated with the energy supply to your property.
 - b) To ensure the quality and safety of energy supply to you.
 - c) To comply with the law.
- 6.3. The network company or Vocus will notify you, where practicable, at least 4 business days before any planned interruption to your energy supply. Where 4 business days is not practicable, and the interruption is urgently required, we will give you as much notice as reasonably practicable. We will restore your energy supply as soon as reasonably practicable following a planned interruption.

UNPLANNED INTERRUPTIONS TO ENERGY SUPPLY

- 6.4. Circumstances beyond our control may cause the energy supply to be interrupted. On occasions, interruptions in the energy supply will occur due to an accident, emergency, earthquake, fire, weather, volcanic activity or difficulties associated with transmission, generation, or production of energy. Please phone 0800 794 824 to report a fault 24 hours a day, or refer to the fault number recorded on your invoice which may differ in some areas.
- 6.5. All network faults are controlled and eliminated by network company contractors with whom Vocus co-ordinates as necessary to support resolution. Vocus will endeavour to obtain regular updates on any fault status which will be available by phoning 0800 794 824. Information about a supply interruption will be updated in accordance with good industry practice in New Zealand. We or the network company will restore the supply of your energy and services as soon as practicable.

COMPENSATION

- 6.6. If Vocus receives compensation from a third party for losses relating from the interruption of supply, Vocus will pass on an appropriate portion of that compensation to Customers whose supply was interrupted and if requested to do so by the Customer we will provide an explanation of how the amount passed on, was determined.

LOAD CONTROL

- 6.7. The network company may have to interrupt your energy supply to ensure the safety and integrity of its network, or if required by a contract relating to the connection of that network to the national transmission system.
- 6.8. If your property has load control equipment installed which allows the remote control of the energy supply to some of your equipment (such as water heating or storage heating), and you are on an interruptible load pricing plan, the energy supply to that Equipment may, without notice, be temporarily interrupted.

THIRD PARTY LOAD CONTROL

- 6.9. If you enter into any agreement or arrangement with any third party in relation to control of your load you must ensure that:
- The load is not already subject to the network company's right of control;
 - The third party does not interfere with or damage the network company's or our load control systems (being, a control and communications system for controlling parts of your load and consisting of loading signalling equipment and load control equipment);
 - If any damage occurs due to the actions of the third party you must promptly and at your own cost remove the source of the interference and make good the damage;
 - The third party makes the load available to the network company to enable it to fulfil any performance obligations it has as an asset owner (in respect of managing system security in accordance with the Code) and to meet any applicable service standards for distribution services; and
 - Prior to controlling the load, the third party has entered into an agreement with the network company which sets out the protocols for the use of the load, including the matters set out above and the coordination with the network company of the disconnection and reconnection of load.

FLUCTUATIONS IN THE VOLTAGE OR FREQUENCY OF ELECTRICITY

- 6.10. Some electrical equipment (generally electronic appliances such as computers, phones and microwaves) are sensitive to, and may be damaged by, fluctuations in the voltage or frequency of electricity that sometimes occur on any electricity network. It is your responsibility to ensure that sensitive electrical equipment is adequately protected when using a supply of electricity we provide, and these are not treated as interruptions. You can further protect yourself by insurance cover against these risks.
- 6.11. Fluctuations in the voltage or frequency of electricity can occur when:
- Customers use electrical equipment with powerful motors.
 - Customers use appliances with a high electrical load.
 - Lightning strikes electrical lines or transformers.
 - Electrical lines are broken or cut.
 - Trees interfere with electrical lines.
- 6.12. There are devices available that can protect sensitive electrical equipment. Please contact your electrician or electrical equipment store for assistance.

RESPONSIBILITY FOR GAS SUPPLIED

- 6.13. You agree to notify us, in advance of any significant and foreseeable change in your natural gas consumption volume or pattern, or of any proposed change in equipment at your premises that may affect your natural gas supply in any material way.

7. METERING AND METER DATA

- 7.1. Our charges for energy supplied will generally be based on your energy usage taken from readings of the meters on the property. If, for any reason (including without limitation, due to difficulty in accessing the property) we cannot read the meters, we may estimate your energy usage. We may also estimate your usage where your pricing plan requires you to be billed to a specific date (for example, to the end of the month) and the reading we received was taken before or after this date. An explanation of how estimates are calculated will be provided on request.
- 7.2. All meters will be deemed to be accurate and all measurements taken from the meter will be binding on us both unless either of us disputes the accuracy of the meter. In that event, the relevant provisions of the Code and other applicable Industry Codes and Standards shall apply. If you think that the meter is faulty, we or our representatives will check the meter within 14 days of a request by you. If the meter is found to be accurate, we will charge you a fee for this service. If the meter is found to be inaccurate and you have been incorrectly charged for energy, if necessary, we will arrange for the repair or replacement of the faulty meter and any under payment or over payment will be paid in the manner set out in Section 8. However, no credit will be given if we or our representatives determine that the meter has been tampered with. If we think the meter is faulty, we will check the meter giving you at least 7 days' notice.
- 7.3. Industry Codes and Standards require us to read the meters on the property at least once every 4 months. We or our representatives will generally endeavour to read the meters that are on the property at least once every two months, unless otherwise agreed. We or our representatives may read the meters physically, electronically or by any other method. All meter readings will be done in accordance with the Industry Codes and Standards.
- 7.4. If you dispute the accuracy of any estimated invoice, you may carry out a customer reading and provide that reading to us. We will accept a customer reading that meets our reasonable requirements. If it turns out that our estimate was materially inaccurate, we will agree with you any invoicing adjustments necessary.
- 7.5. Unless we agree in writing, you must not obtain any data or information from our equipment other than by way of the services we provide to you under this agreement. Obtaining data or information from our equipment other than by way of the services we provide to you will not in any way affect our obligation to provide, or your obligation to pay for, the services.
- 7.6. We may, at any time replace the meter at your property with an advanced meter or any other type of meter at our sole discretion. You agree that you will not frustrate or delay the replacement of any meter (including replacing your legacy meter with an advanced meter). If we agree not to replace a legacy meter with an advanced meter after informing you of our intent to do so because you object such an installation, we may charge you additional fees to cover the cost of on-going meter readings, inspections and other associated costs of retaining that legacy equipment. We will give you at least 30 days' notice prior to those new fees coming into effect.
- 7.7. You agree that we own all metering data and any other data collected by the meter. To the extent that any metering data or other data constitutes "personal information" for the purposes of the Privacy Act 1993, we will ensure that the metering data is held by us in accordance with the Privacy Act 1993.

8. CHARGES, INVOICING & PAYMENT

CHARGES

- 8.1. We will send you an invoice for payment on a monthly basis unless you have agreed otherwise, for the energy supply to your property and for services used by you in accordance with the applicable charges set out in your pricing plan. Your pricing plan will be provided to you when you sign up with us and new copies supplied if we vary your pricing plan from time to time. Low user pricing plans are only available at your primary place of residence. You are only entitled to change between a Low User and a Standard User once every 12 months.
- 8.2. Other charges that may apply include bonds (no interest payable), service fees (including disconnection and reconnection charges, dishonour fees, prepayment of electricity, special meter readings or meter accuracy tests). Vocus will advise you of any additional costs and explain the reasons for the charge(s) at the time you request the product or service, or an estimate if the cost is not then known.
- 8.3. A copy of our current Schedule of Fees is available by contacting us on 0800 794 824 and on our website www.vocus.co.nz/legal-contracts.

SENDING YOUR INVOICE

- 8.4. The invoice will include identifier numbers of all Installation Control Points (ICPs) the invoice refers to, will clearly state if an estimate has been used, separately itemises the quantity and cost of the energy supplied (or estimated to have been supplied), relevant fees and charges and other products and services as applicable including line function services if charged separately. Invoices are sent by email. You must ensure a valid email address is provided and that our emails including, but not limited to, invoices are able to be received.
- 8.5. If your meter is not read for any reason we will estimate the use of energy at your property for the purpose of preparing your monthly invoice. Adjustments will be made in any subsequent invoice to reflect the actual usage once the meter has been read.

PAYING YOUR INVOICE

- 8.6. You must pay each invoice in full by the due date, without deduction or set-off, whether the invoice is based on actual or estimated usage, if that estimated consumption is considered reasonable. Estimated accounts are based on previous consumption history held. You will be liable to pay for electricity consumed and all charges for products and services provided to you under the contract from the date your contract commences or end of the previous energy retailer's last bill date (whichever is earlier), unless another date has been agreed. Supply will not be disconnected for non-payment of an estimated amount unless we reasonably believes that it is fair and reasonable in the circumstances to do so.
- 8.7. If more than one person has requested us to supply energy to your property then you will be jointly and severally liable to pay the invoice. Payment options are available on our website www.vocus.co.nz/energy-payments, or by phoning us on 0800 794 824. If you require an explanation of how these options work, please contact us. If any currently offered alternate payment options are to change, we will give reasonable notice and adequate information to explain the changes to you before the change takes effect.
- 8.8. If we are unable to provide you with a prepayment option, we will provide you with other companies that do.
- 8.9. If you are having difficulties in paying your invoice to us because you are a low income customer or a vulnerable customer, you may arrange for payment alternatives. Please call Customer Service to discuss alternative payment methods. If any current alternative payment options are to change, we will give you at least 30 days' notice and adequate information to explain the changes before the change takes effect.

ANNUAL CONSUMPTION CHECK

- 8.10. We will check residential customer consumption annually based on your previous 12 months consumption. We will advise you of any potential benefits between our low user and standard

user price plans and you may contact us within the timeframe specified in our communication if you wish changes to be made.

- 8.11. If a customer requests a change to be made to their plan this may incur a charge. These charges are available by phoning 0800 794 824 or by viewing our Schedule of Fees available on our website.

PRICE CHANGES

- 8.12. We may change the rates, fees and charges that we charge you, as well as the level of any prompt payment discount. We will give you 30 days' notice in advance of any increase in our rates, fees or charges or any decrease in our prompt payment discount, together with any reasons for that increase or decrease.
- 8.13. If we have agreed with you that a particular set of rates will apply to you for a fixed period, at any time after the end of that period we may (at our discretion) either continue to offer those rates to you or move you on to other generally available pricing we offer in your area. If we decide to change your rates, we will notify you of the change 30 days prior to the date the change will take effect.
- 8.14. If you wish to change your pricing plan, products or services to another pricing plan, product or service then please contact us. Please note that:
- Not all plans and rates are available to all customers, and the plans and rates which are available to you may be subject to reasonable restrictions including your metering configuration, your local network company, the network company's classifications for your property, and your end use. Please contact us on 0800 794 824 for details on what plans and rates are available to you.
 - If you are a residential customer, and we agree to make the change, we will do so within 10 business days of the date you notify us. All changes will be made on moving forwards basis unless we agree otherwise.
 - If you are a commercial customer, and we agree to make the change, we will do so within a reasonable timeframe which we agree with you and from a date which we agree with you.

PROMPT PAYMENT DISCOUNTS

- 8.15. If we offer a prompt payment discount to you, it will be shown on your invoice. A prompt payment discount will only be available to you if we receive full payment of the specified amount shown on your invoice by the due date shown on your invoice. A prompt payment discount will not be prorated for part payment, and if you make payment after the due date the non-discounted amount will be payable in full.

DISHONoured PAYMENTS

- 8.16. If any payment made by you is dishonoured by your bank, we may charge you a dishonour fee and may reverse any prompt payment discount which applied to that payment.

CORRECTION OF ERRORS

- 8.17. Other than where we have estimated the amount of electricity you have used (in which case your invoices will be adjusted when we read your meter), if we make an error in an invoice and charge you an incorrect amount, you will either:
- In the case that you were overcharged, be entitled to a prompt refund of the amount overcharged
 - In the case that you were undercharged, be required to pay the undercharged amount to us once we have invoiced you for such underpayment. We will take into account whether we or you have contributed to the error, or could have been expected to know of the error. If it is appropriate and reasonable in the circumstances, we may allow you to pay the

undercharged amount over an extended period, or we may credit a proportion of the undercharged amount.

9. RESPONSIBILITIES FOR ENERGY LINES AND EQUIPMENT

- 9.1. You are responsible for repairing and maintaining all equipment on the property that is not owned by or provided by us, or any of our representatives (including the network company, or the metering equipment provider nominated by us). This includes your meter board, fuse board, and wiring. You are also responsible for any electricity lines or gas pipes running from the connection point to any other point on the property ("Customer Service Line").
- 9.2. If you want to know the location of the network connection point on your premises, contact us and we will tell you where it is likely to be and how you can find out where it actually is. In most cases it is on a power pole outside the boundary of your property.
- 9.3. You agree not to claim, or attempt to give any other person, any ownership in any equipment on the property owned by us, or any of our representatives. You will not encumber any such equipment or any part of it or use it as security in any way, or create any lien upon the equipment whether for repairs or otherwise. Title to equipment supplied by us, or any of our representatives remains with us or our representatives and you have no rights in or title to any such equipment. Any equipment supplied is not a fixture and can be removed by us.
- 9.4. If we agree to supply metering equipment to you, you must not disconnect, remove, tamper with, or replace such meter with another meter (other than one provided by us or our representatives), or permit such disconnection, removal or replacement without our prior written consent and such consent may be withheld at our sole discretion. Failure to comply with this requirement will be considered a material breach of this agreement.
- 9.5. If you do not have any metering equipment at your property when we take over the supply to your premise, or if we organise a new connection, we will organise for metering equipment to be installed by us or a metering equipment provider nominated by us, and you will not unreasonably prevent the installation of such equipment.
- 9.6. You agree:
 - a) To protect all equipment on the property from damage and unauthorised interference, and to provide suitable housing and space for such equipment;
 - b) Not to interfere with, tamper with, damage or remove from the property any meter, equipment, or fittings belonging to us or our representatives and to prevent other unauthorised persons from doing so (except as expressly permitted in this agreement);
 - c) To keep trees and other vegetation clear of all meters, equipment, fittings, electrical lines and gas pipelines and to comply with the Electricity (Hazard from Trees) Regulations 2003. If you do not, we may give you written notice requiring you to clear the trees and vegetation within a specified time at your cost;
 - d) To notify us immediately of any damage to, or interference or fault with, any equipment on the property;
 - e) To cooperate in good faith with our investigations into any such damage to, or inference or fault with, any equipment;
 - f) To 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 lines network, and to stop any interference as soon as you become aware of it;
 - g) To use energy safely and ensure that all wiring, fittings, and equipment on the property are suitable, safe, and ensure that only suitably qualified tradespersons carry out any required work on the wiring, fittings, gas appliances and equipment on the property;
 - h) Not to connect one connection point to another or interfere with our or any other persons energy supply;

- i) Not to allow energy supplied to the property to be taken illegally or used at any other property;
- j) To comply with the network company's standards relating to network connection and the Network Operators processes relating to network connection as established, as amended and replaced from time to time. If you would like information on these standards, please contact us on 0800 794 824;
- k) Comply with reasonable directions from us or the network company to ensure the safety of its energy lines or equipment on your property.

Your failure to comply with any of your obligations under this clause will constitute a material breach of this agreement.

- 9.7. You must notify us immediately if you become aware of any fault in your energy supply, including any fault with the equipment or any suspected gas leak, by phoning the Vocus Energy Customer Service Line 0800 794 824. The faults number is available 24 hours.
- 9.8. You may, with our prior written consent and prior written consent of the network company, connect or modify any equipment on the property as to enable the electricity generated on the property to be conveyed through the network company's network. However, any consent by us and any conveyance of electricity generated by you through the network company's network will be subject to the applicable regulations and industry standards (which we will provide to you on request) and such terms and conditions as we or the network company may reasonably require.
- 9.9. You must give us notice at least 7 days prior to any excavation or modification being carried out on the property that may affect the supply of energy to you or any other person.
- 9.10. We will arrange and pay for the repair of equipment (including meters) provided by us or our representatives unless we find that the equipment has been tampered with, in which case you will pay for such repairs. If such tampering has prevented all or part of the energy usage at the property from being accurately measured, we may disconnect your energy supply, take legal action against you, and charge you for:
 - a) The cost of repairing, replacing, or re-securing the damaged or faulty equipment;
 - b) The cost of modifying or disconnecting any generation or other equipment on the property that fails to comply with any conditions required to be met under clauses 9.6(a) to (k) or clause 9.8;
 - c) Our estimated cost of the unmeasured energy supplied which we shall determine in our reasonable discretion;
 - d) The administration costs involved in investigating the tampering and preparing an assessment of energy usage;
 - e) A reconnection fee on reconnection of your energy supply should we, at our absolute discretion, agree to do so.
- 9.11. When any of our equipment is no longer required, or upon discontinuance of our supply of services to you (whether by termination of this agreement or otherwise) we may, at our discretion having first given you notice of our intention to do so, remove any equipment which we or our representatives own or control in respect of the property. If, after giving you this notice, you refuse to allow us to recover the equipment, we may (to the extent lawful) enter any premises where we believe the relevant equipment may be located, during normal business hours, to recover that equipment and to that extent we have no liability to you.
- 9.12. Where practicable, we will inform you prior to taking any action on equipment which may impact on your invoices or result in an extra charge.

10. ACCESS TO YOUR PROPERTY

- 10.1. Except in routine situations (such as reading or inspecting a meter that is located on the outside of your building), or in the case of an emergency, before accessing your property we will provide you written notice at least 10 working days prior to entry of when we (or our representatives) will be accessing your property and the purpose for such access.

Our, the metering equipment provider, and the network company's representatives will carry appropriate identification, will present their identification upon request and identify themselves to you before entering your property. We require all contractors and employees to act courteously, considerately and professionally at all times. You can refuse access if no identification is produced. If access is denied once identification has been produced, this could result in disconnection. Our, the metering equipment provider, and the network company's representatives may use any keys and security information provided by you for the purpose of gaining access to meters. If you require information regarding security of keys held and processes for managing the security of keys please contact us on 0800 794 824.

ACCESS

- 10.2. You must make suitable arrangements to let our, the metering equipment provider and the network company's representatives have reasonable, unobstructed and safe access to your meter and property to:
- a) Read meters;
 - b) Install, work on or remove any equipment associated with energy supply to your property; or
 - c) Ascertain the quantity of energy supplied to your property; or
 - d) Connect or disconnect the supply of energy to your property.

Any changes required to ensure reasonable, unobstructed and safe access to your meter and property shall be at your expense and completed by a registered electrician.

IMMEDIATE ACCESS

- 10.3. You must give our, the metering equipment provider and the network owner's representative's access to your property at any time:
- a) During an interruption to energy supply in your area to carry out work to restore the supply of energy; or
 - b) For safety reasons; or
 - c) To protect property.

ACCESS FOR EQUIPMENT

- 10.4. You must provide the network company, the metering equipment provider, or us with any necessary convenient space required to install any equipment on your property which may be reasonably required for energy supply of your property. If you do not own your property it is your responsibility to obtain the owner's consent before we, the metering equipment provider, or the network company install or remove any equipment associated with energy supply on your property.
- 10.5. We will at all times take all reasonable steps to minimise direct impacts on Customer property or inconvenience to the Customer; and will comply with reasonable requirements of the Customer.

11. USE OF PERSONAL INFORMATION, DATA AND PRIVACY

- 11.1. You agree to the Vocus Privacy Policy, found at www.vocus.co.nz.

- 11.2. We collect personal information from you to enable us to supply energy and other services to you. This information is principally needed for us to contact you and send you invoices and information about our services. We may also record your calls to us. We do this strictly for the purposes of ensuring that we have an accurate record of any conversation you have with us and for quality control.
- 11.3. We will not give your personal information to anyone else unless you authorise us to, we are required to by law, or so that we are able to:
 - a) Carry out a credit reference check; or
 - b) Carry our responsibilities, or exercise our rights, under these terms; or
 - c) Advise you of any other services we or any related Company offers which we consider may be of interest to you; or
 - d) Disclose relevant information to a person involved in recovering money from you, if you have not paid us by the due date; or
 - e) Have market research carried out for us by a reputable market research organisation.
- 11.4. We may also give your personal information to the network company to enable the network company to carry out its responsibilities or exercise its rights in relation to the supply of energy to you. We will hold secure all personal information that you give us or we collect about you. This information will only be accessible by authorised staff of Vocus who have password access to it. You may have access to your personal information during normal working hours. We will correct any incorrect details.
- 11.5. If you receive energy from us under a customer network, you agree we can share information with your Body Corporate and Building Managers as necessary for us to carry out our obligations under this Agreement.
- 11.6. We comply with all obligations as outlined in the Privacy Act 1993.

12. DISCONNECTION AND ENDING ENERGY SUPPLY

DISCONNECTION BY THE NETWORK COMPANY

- 12.1. Your network company has the right to disconnect your energy supply in the following circumstances:
 - a) It is necessary to avoid endangering persons or property;
 - b) There has been an occurrence, or there are circumstances, that may adversely affect the proper working of the network or transmission system;
 - c) The network company has planned maintenance activities to complete;
 - d) An “event of default” or an “insolvency” event under the network company agreement occurs in relation to us (as those terms are defined in that agreement);
 - e) We do not have a valid network company agreement in relation to your premises, or that agreement has expired or been terminated or is about to expire or be terminated;
 - f) You do not give the network company access to your property in accordance with Section 10, and you have been given 10 business days’ notice that access is required, or immediately where access is required for safety reasons. Access for safety reasons means that the network company is aware that, or has reason to believe, or needs to assess whether or not the equipment on your premises, the installation, or premises itself is unsafe or hazardous.
- 12.2. In these circumstances, the network company will disconnect your energy supply and not Vocus. This means that if you need to arrange reconnection you will need to do so with the network company rather than us. If we receive a disconnection notice from the network company in

relation to your premises we will give notice to you. Your disconnection notice from the network company will specify the actions you may take to avoid disconnection.

DISCONNECTION BY US

- 12.3. Except in the case of a requested, agreed or emergency disconnection, if we want to disconnect your energy supply because you have not paid an amount owing to us in relation to or associated with your energy supply or network services provided by the network company by the due date shown on your invoice:
 - a) We will send you a disconnection notice by mail or e-mail giving you notice at least seven days from delivery of the notice prior to any intended disconnection that we may disconnect your energy supply unless your account is paid in full;
 - b) We will give you a final warning (at your cost) at least 24 hours before your energy supply will be disconnected;
 - c) If we are unable to disconnect your energy supply within the timeframes previously notified, then we will provide a further notice at least 24 hours before the new date on which your energy supply will be disconnected;
 - d) Each notice will:
 - i. Specify the timeframe within which we may disconnect your energy supply;
 - ii. Advise you how you can prevent disconnection from occurring;
 - iii. Advise you that if you have not paid the amount owing to us we may disconnect the energy supply at any or all of the premises to which we supply you with energy.
- 12.4. Where we disconnect your energy (other than in the case of an emergency situation or for safety reasons), such disconnection will not take place on a Friday, Saturday, Sunday, public holiday or the day before any public holiday in your area.
- 12.5. We will not disconnect your energy supply if:
 - a) All of the amount which is owing to us is an amount that you are disputing on genuine grounds under our complaint procedure (or through Utilities Dispute Ltd); or
 - b) If you have not paid an amount owing to us that is based on an estimated meter reading, unless we reasonably believe that it is fair and reasonable in the circumstances to do so.
- 12.6. We may also disconnect your energy supply if:
 - a) You breach a material term of this agreement (other than non-payment of an invoice) or you breach any term of this agreement persistently and such material or persistent breach is clearly established by us; and
 - b) We have given you a disconnection notice by mail or e-mail giving you notice that we may disconnect your energy supply at least 24 hours before your energy supply will be disconnected;
 - c) That the breach is not subject to a dispute under our complaint resolution procedure (or through Utilities Dispute Ltd);
 - d) If that breach is capable of being remedied:
 - i. We have written to you to notify you of the breach and of the need to remedy it in order to avoid disconnection; and
 - ii. You have not remedied the breach within 10 days after receiving notice of the breach from us.
- 12.7. We may disconnect your energy supply without notice if it is necessary due to an emergency threatening life or property, or such an emergency is likely to occur if we do not disconnect your energy supply, or if your connection or any equipment within it is manifestly unsafe and it is not reasonable or practical in the circumstances to make the situation safe in another way, or if required to by law.

- 12.8. If an advanced meter has been installed at your premises, we may disconnect your supply of energy remotely.
- 12.9. If your supply has been disconnected and you satisfy our requirements for reconnection, we will restore your supply as soon as reasonably practicable.

TEMPORARY DISCONNECTION AT YOUR REQUEST

- 12.10. We will ask the network company to temporarily disconnect your premises if you give us two working days' notice. You will have to pay any charges for disconnection and reconnection that result from this request.

RECONNECTION OF SUPPLY

- 12.11. When you want to start your energy supply again, please call us. You may not attempt to reconnect the energy supply yourself. Before we agree to reconnect your energy supply we may require you to:
 - a) Be present at the time of reconnection;
 - b) Pay all outstanding amounts;
 - c) Pay a bond;
 - d) Pay a reconnection fee;
 - e) Turn off all appliances at your premises;
 - f) Install a prepay meter; and/or
 - g) Agree to a payment plan or any other reasonable requirements.
- 12.12. Where you have met these requirements, we will arrange to reconnect your energy supply as soon as possible. If an advanced meter has been installed at your premises, we may reconnect your energy supply remotely.
- 12.13. Some network companies will charge for periods of disconnection which are shorter than a year (for example, if your premises is disconnected and then reconnected six months later). In these circumstances, we will pass this charge on to you (along with any other applicable fees).
- 12.14. You will be responsible for any liability suffered or incurred by you as a result of us disconnecting or reconnecting the energy supply at your premises.
- 12.15. If another person living at your premises has an unpaid invoice with us, we may refuse to supply energy to those premises until that invoice has been paid.

TERMINATION AT YOUR REQUEST

- 12.16. If you wish to terminate your energy supply altogether, we will cease supply as soon as reasonably practicable following your request for termination, subject to payment of any applicable fees, including but not limited to disconnection fees and any fees in accordance with clause 12.20 and 12.21 below. We will arrange a final meter reading and send you a final invoice.

SWITCHING TO ANOTHER RETAILER

- 12.17. If you decide to switch to another retailer, you need to notify your new retailer of this intention and we will facilitate the switch within ten working days of being notified by your new retailer. You will be liable for all energy supplied by us until the new retailer becomes responsible for the supply of energy to you. You will also be liable to pay any applicable fees, or repay any applicable credits, as outlined in this agreement.
- 12.18. We will send you a final invoice that will include all of the final charges, early termination fees and credit reversals.

- 12.19. If you wish to terminate your contract with Vocus for any reason you must give us 48 hours' notice (this is a requirement of the Industry Codes and Standards and applicable Regulations).

EARLY TERMINATION FEES

- 12.20. If you terminate this agreement with us, and you are on a fixed term arrangement, you will be required to pay Vocus an early termination fee as advised to you when you enter into the arrangement.
- 12.21. If you receive a sign up incentive credit or you receive any other credit and you are advised that receipt of the credit requires you to stay a customer of Vocus for a specified period of time, then you may be liable to repay any such credit if you terminate this agreement with us prior to the expiry of that term.

TERMINATION BY US

- 12.22. If you are not within a fixed term arrangement, we may terminate our agreement with you on thirty days' notice, subject in all cases to our compliance with the Electricity Authority guidelines. Should you not switch to another retailer, we may disconnect your supply.

MEDICALLY DEPENDENT AND VULNERABLE CUSTOMERS

- 12.23. A medically dependent Customer is a person or premise which requires electricity for critical medical support (including use of medical or other electrical equipment needed to support a treatment regime), such that loss of electricity may result in loss of life or serious harm.
- 12.24. A vulnerable Customer is a Customer where, for reasons of age, health or disability, the disconnection of electricity will present a clear threat to the health or wellbeing of a person, and/or it is genuinely difficult for the Customer to pay their electricity bill because of severe financial insecurity.
- 12.25. If you are a medically dependent customer or vulnerable customer, and you are unable to meet your energy payments, we will comply with the Electricity Authority's guidelines relevant to you in terms of assistance and disconnection.
- 12.26. To be considered a verified medically dependent customer you will need to provide us with a Notice of Potential Medically Dependent Consumer Status form. You can request this form from your primary healthcare provider or Vocus. We may require you to re-confirm your status as a medically dependent customer by providing us with another Notice of Potential Medically Dependent Consumer Status form no more than once every 12 months. A back up power supply is highly recommended due to the potential for faults, unplanned network outages or other events which may result in power outage.
- 12.27. If you consider yourself a vulnerable customer at any point will need to advise us that you consider yourself to be a vulnerable customer, and we will follow the Electricity Authority's guidelines and notify Work and Income where applicable. You can notify us by contacting us on 0800 794 824 or emailing us on power@vocus.co.nz.

DEBT COLLECTION

- 12.28. In the event of non-payment, then you agree that you will be liable for and pay for all costs of recovery of all outstanding amounts, which costs shall be collected by a debt collection agency. Costs payable by the debtor shall include, legal fees, commissions, fees and disbursements, and /or court filing fees and disbursements.

13. ASSIGNMENT & CHANGES

- 13.1. We may transfer to someone else all or any part of our rights or obligations under these terms. In the event that this may occur, Vocus will advise you:

- a) That the contract is being transferred to another company;
 - b) Where you can access the information you need to contact the transferee company;
 - c) When the transfer will take place.
- 13.2. You cannot transfer your rights under these terms or to any person without our prior written consent.
- 13.3. If Vocus has or is likely to have a receiver, liquidator, administrator or other similar officer appointed, Vocus will take all reasonable steps to ensure that you receive continuity of energy supply.
- 13.4. We may change these terms by changing or removing existing terms or by adding new ones. We will notify you about any proposed changes and will provide you with the proposed changes on request. We will give you notice about any changes (including changes to payment options) at least 30 days before they come into effect by writing to you. Your continued use of the energy and other products and services we provide to you will be deemed acceptance of those changes.
- 13.5. If you do not accept any changes to our Standard Terms and Conditions, you must notify us no later than 30 days following receipt of prior notice of the proposed change. We will then have the option at our discretion of either terminating this Agreement, or advising you that the Agreement can continue in its current form. If we terminate this Agreement due to you not accepting the changes to these Standard Terms and Conditions, you will not be charged any early termination fees that you would normally be charged. You will still be required to pay any charges incurred while you were a customer as set out in your pricing plan.
- 13.6. The Electricity Authority may, by notice to you, assign or transfer our rights or obligations under this agreement to another energy retailer if we commit an event of default. On giving that notice, we will be released from the obligations assigned or transferred, and the assignee or transferee will assume those obligations. We may provide information about you to the Electricity Authority to provide the information to another energy retailer if required under the Code. We, the Electricity Authority, or another energy retailer will provide you the contact details for the assignee or transferee, and notify the date on which the assignment or transfer will take effect. The terms of the assigned contract are subject to the provisions of the Code.

14. NOTIFICATIONS

- 14.1. If we are required to give you notice under this agreement we may do so by any of (or any combination of) the following means:
- a) By writing to you by post or by courier;
 - b) By sending you an e-mail;
 - c) By sending you an SMS message;
 - d) By placing a notice on your statement;
 - e) By calling you and speaking with you or leaving a voicemail message.
- 14.2. If you are required to give us notice under these terms and conditions, you may do so by any of (or any combination of) the following means:
- a) By post to:
 - Vocus
 - PO Box 302362
 - Takapuna 0622
 - b) By speaking with us by phoning 0800 794 824;
 - c) By sending us an e-mail to power@vocus.co.nz.

- 14.3. Where either party gives notice by post (including a notice placed on a statement sent to you by post), the other party will be deemed to have received it from the date 3 days after it is sent to that party. If either party is given notice by any other method, they are deemed to have received it immediately after it is sent.

15. SAFETY AND FAULTS

GENERAL FAULTS AND OUTAGES

- 15.1. For safety reasons, faults in your energy supply need to be acted on immediately: call our Customer Services on 0800 794 824 any time. When you report a fault, please include anything you see or hear that may help pinpoint the cause of the fault.
- 15.2. We suggest that you disconnect and switch off all appliances or equipment that could create a hazard when the energy supply is interrupted, such as heaters, stove tops and sensitive Electrical/Gas Equipment. If you are unsure about the safety of any lines on or near your premises, please call Customer Services on 0800 794 824 or the network company immediately.

ELECTRICAL HAZARDS

- 15.3. The electrical lines between your premises and the network connection point operate at high voltages which can cause serious injury or death if handled, or if you touch any object (such as a tree or branch) which has come into contact with or is entangled in them. For your safety, please treat all electrical lines as live and potentially deadly at all times. If any object comes into contact with an electrical line, never attempt to remove it yourself - contact us immediately on our faults line at 0800 794 824.
- 15.4. If an electrical line has fallen onto the ground, do not approach it or any object in contact with it. Ensure that you and any other person stays at least 10 meters away. Be aware that sources of water will conduct electricity – do not enter any water source in contact with a fallen electrical line.
- 15.5. If there is an electrical accident and a person has been injured, do not touch the person if they are still in contact with a live electrical source. Switch the source of electricity off, or if you can't, move the source away from you and the injured person using a non-conducting object such as a dry wooden broom handle if it is safe to do so. Dial 111 and ask for an ambulance immediately.
- 15.6. If there is an electrical line in contact with a vehicle, the vehicle may be live and conducting electricity. Any person who attempts to reach or leave the vehicle is at risk of electrocution. If you are in such a vehicle, stay in the vehicle until the line has been made safe. If you do need to leave the vehicle due to fire or other emergency, jump as far away as possible keeping your feet together as you land. Never touch the vehicle and ground at the same time.
- 15.7. We recommend that you do not attempt to perform any tree trimming in the vicinity of an electrical line. You should hire a professional tree trimmer with appropriate experience and safety procedures to safely and competently carry out such activities. If you are performing tree trimming in the vicinity of the line connecting your property to the network, you can contact us on 0800 794 824 to request a temporary safety disconnection.
- 15.8. Weather conditions such as wind and snow storms may cause trees or branches to come into contact with overhead lines and poles. If you have a tall tree that could impact electrical lines, we recommend that you trim or remove it.

GAS LEAKS

- 15.9. If your property has been affected by an earthquake, your gas piping or equipment may also have been damaged. For your safety, we recommend you have your property checked by a licensed gasfitter.
- 15.10. If you suspect that there is a gas leak, you must notify us immediately. Gas contains a highly distinctive odorant which may be smelt in the case of a leak. Gas is potentially dangerous if not

managed carefully, do not attempt to investigate or fix a gas leak or fault yourself. If you suspect that there is a Gas leak you should:

- a) In the case of fire or suspected fire, or if you believe in the circumstances that there is a potential for gas ignition, contact Emergency Services on 111 immediately and ask for the Fire Service;
- b) Do not attempt to investigate a gas leak or fault yourself;
- c) Open windows and doors to let air in;
- d) Turn off all gas appliances, if it is safe and practical in the circumstances to do so;
- e) Turn off gas at your mains, if it is safe and practical in the circumstances to do so. This is done by turning the valve handle to a position at a right angle to the service pipe (you may require a spanner to do this);
- f) Do not turn on or use lights, electrical switches or electrical appliances, as this could ignite the gas and cause an explosion;
- g) Do not smoke or light any naked flame (including lighters or matches);
- h) Extinguish any other naked flames, if it is safe and practical in the circumstances to do so;
- i) Move away from the area of any suspected gas leak, and warn any other persons in the area to do the same;
- j) If you have turned off the gas supply, we recommend that you arrange a certified gasfitter to turn it back on. This will ensure that gas is safely restored to your gas installation and appliances, including relighting any pilot lights.

GAS CONTINGENCY EVENTS

15.11. A gas critical contingency event is an industry-wide event where pressure on the gas transmission system could fall below certain safe levels, which can be the result of:

- a) Demand for gas exceeding supply (for example, a major unplanned shutdown of a gas producer);
- b) There is a physical failure, breakdown, or damage to the gas transmission system.

All customers are required to meet the requirements of The Gas Governance (Critical Contingency Management) Regulations 2008 ("the Regulations") including curtailing/ ceasing use of gas when advised.

CARBON MONOXIDE

15.12. Carbon monoxide can be generated by a gas appliance when it is not installed correctly, is badly maintained, or poorly ventilated. Carbon monoxide is extremely dangerous, and cannot be smelt or tasted. Symptoms of carbon monoxide poisoning includes headaches, fatigue, dizziness, and nausea, diarrhoea, and stomach or chest pains. If you suspect that an appliance is causing carbon monoxide poisoning, cease using and turn off that appliance immediately and contact a Gasfitter or the appliance manufacturer to investigate and repair the appliance. Open windows and doors to let air in and ventilate the area. If you are experiencing any of the symptoms of carbon monoxide poisoning, seek immediate medical attention.

16. QUESTIONS AND COMPLAINTS

16.1. If you have a question or complaint, please call our Customer Service Team on 0800 794 824. You can also contact us by emailing power@vocus.co.nz, or post:

Vocus

PO Box 302362

Takapuna 0622

- 16.2. Usually a call to Customer Services is all that is needed to answer any question or resolve any complaint. If we cannot resolve your complaint over the phone in the first instance we will acknowledge your complaint within 2 working days after we receive it. If we can't resolve your complaint or query straight away, we will respond to you within 7 working days of receipt.
- 16.3. In some instances we may ask you to put your complaint in writing to help us resolve your issue. If you are not satisfied with our response, Vocus will try to resolve your query or complaint within a further 12 working days.
- 16.4. If your complaint cannot be resolved within 20 working days of original receipt, and Vocus has not written to you explaining why we need further time to resolve your complaint, you have the option to refer your complaint to the free and independent Utilities Dispute Ltd. More information about the scheme is below.
- 16.5. If your complaint or query involves your network owner and is more appropriately dealt with by them than us, we will advise you and provide you with their contact details.

Vocus is a member of the free and independent Utilities Dispute Ltd under the legal entity "Vocus Limited" and will deal with any complaints you have in relation to your energy supply in accordance with the requirements of the Scheme. If:

- a) You are not happy how we propose to resolve your complaint or query; or
- b) It is clear that we are not going to do anything about it; or
- c) Waiting any longer would cause you unreasonable harm; or
- d) Waiting any longer would be unjust; or
- e) We have not resolved your issue within 20 working days after receiving your complaint;

Then you may refer your complaint to the free and independent Utilities Dispute Ltd to resolve by phone letter or email. Their details are:

Website: <http://www.utilitiesdisputes.co.nz/>

Freephone: 0800 22 33 40

Freefax: 0800 22 33 47

Freepost: 192682, P O Box 5875, Lambton Quay, Wellington 6145.

- 16.6. If you have questions about making a complaint, contact the Commissioner's office.
- 16.7. Note: it is advisable that you keep all letters, bills, notes and photos relevant to your complaint, as Vocus or the Utilities Dispute Ltd may ask to see these. You must continue to pay any undisputed amounts to us while the Commissioner of the Utilities Dispute Ltd is considering your complaint.

17. LIABILITY

OUR LIABILITY TO YOU

- 17.1. If we negligently cause physical damage to your property we will pay the owner the reasonable costs of repairing or replacing (if we consider appropriate) the damaged property up to a maximum of \$10,000 for any single event or series of related events. All other liability we may have to you (including loss of profits or business) is excluded to the maximum extent permitted by law. If we are held liable to you and we cannot rely on this exclusion for any reason then the above \$10,000 limit will still apply.
- 17.2. The energy supplied by Vocus will comply with the standard required under the Consumer Guarantees Act 1993. Except to the extent that Vocus is legally entitled to exclude the provision of the Consumer Guarantees Act, nothing in the contract will limit your rights under this Act. If you acquire goods and services from us for the purpose of a business the Consumer Guarantees Act 1993 does not apply.

YOUR LIABILITY TO US

- 17.3. If we have to take any action to recover from you any amount you owe us or to enforce any of these terms, we may recover from you all associated costs incurred by us (including costs of a solicitor) up to a maximum of \$10,000.

NETWORK COMPANY LIABILITY

- 17.4. If the network company causes you loss or damage, you may wish to advise us.
- 17.5. If the network company is not a member of the Utilities Dispute Ltd, then you agree that the network company has no liability to you (including liability in contract or in negligence) relating to the supply of energy to your premises. However, the network company has agreed to be liable to us in certain instances.
- 17.6. We contract with the network company to deliver energy to your premises. To achieve a better quality and reliability of service from you, we encourage the network company to give service guarantees. As these guarantees are for your benefit, we will pass on to you, as a credit in your next invoice from us, any payments we receive from the network company for a failure by the network company to satisfy any guarantees they may give us in relation to their services that can be reasonably considered as compensation for the network company's failure to satisfy its guarantees. We will also pass on to you any payments we receive from other third parties who breach service guarantees that have been provided to us for your benefit. On request, we will provide you with an explanation of how the credit passed on to you was determined. Other than paying you such amount, we will have no liability to you in respect of any defaults by the network company.
- 17.7. If the network company is a member of the Utilities Dispute Ltd then the network company will not be liable to you (in contract or in negligence) for any loss or damage you may suffer unless that loss or damage is physical damage to property where it can be shown that the network company has been negligent and the amount and nature of the loss was reasonably foreseeable. The network company will not have any liability to you, whether in contract or in negligence, for an event or series of closely related events relating to the network for any amount exceeding \$10,000 in value.
- 17.8. Notwithstanding the preceding sentence, the network company's aggregate liability to all customers connected to its network for an event or series of closely related events relating to the network shall not exceed \$10,000.
- 17.9. If you acquire goods or services from us or the network company for personal, domestic or household use or consumption, any rights you have under the Consumer Guarantees Act 1993 are not affected by this limitation of liability. However, if you acquire goods or services for the purposes of a business, the Consumer Guarantees Act 1993 does not apply to the services provided by us or the network company to the maximum extent permitted by the law.
- 17.10. This condition, and the other conditions in this agreement which refer to the network company, are intended to be for the benefit of, and are enforceable by, the network company under the Contracts (Privity) Act 1982.
- 17.11. All warranties, guarantees or obligations imposed on the network company by the Consumer Guarantees Act, or any other law are excluded to the fullest extent permitted by law.
- 17.12. If you on-supply energy to an end-user, your agreement with that end-user will include provisions that exclude all network company warranties to the fullest extent permitted by law, including where you are acquiring (or hold yourself as acquiring) energy for the purpose of a business.

YOUR LIABILITY TO THE NETWORK COMPANY

- 17.13. You may be liable to the network company for any damage to the network that you cause.

METER COMPANY LIABILITY

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

18. INTERPRETATION

18.1. In this agreement except where the context otherwise requires:

- a) 'Agreement' means these Standard Terms and Conditions, your Pricing Plan and any Special Terms.
- b) 'Business Day' means a day, other than a Saturday or Sunday, on which New Zealand registered banks are open for business in Auckland.
- c) 'Business Hours' means 8.30am to 5pm on a Business Day.
- d) 'Code' means the Electricity Industry Participation Code 2010 as amended, varied or replaced from time to time.
- e) 'Connection Point' means the point at which the property connects to a circuit breaker, switch, fuse or other isolating device on the network company's network and/or the point at which the gas pipes on the property connect to the outlet pipe of the gas meter.
- f) 'Customer' means a person who has applied to have energy supplied by us and whose application we have accepted or who has otherwise become a person to whom we supply energy and associated services pursuant to this agreement.
- g) 'Customer Reading' means a reading of the meter on or relating to your property conducted by you and advised to us.
- h) 'Customer Services' means our Customer Service team available by phoning 0800 794 824 or by emailing power@vocus.co.nz.
- i) 'Energy' means electricity or gas.
- j) 'Embedded Network' has the meaning set out in Part 1 of the Code.
- k) 'Embedded Network Owner' means the owner or operator of an Embedded Network.
- l) 'Equipment' means any meter, telemetry Equipment and other Equipment used to measure or record energy usage, to transmit or convey energy usage data, or to supply energy to your Connection Point or any associated Equipment (including, without limitation, pipes, switches, fuses, transformers, wiring, meter boards and pre-payment meters or devices).
- m) 'GST' means Goods and Services Tax as defined by the Goods and Services Tax Act 1985.
- n) 'Fitting' means everything used, designed or intended for use, in or in connection with the generation, conversion, transformation, conveyance or use of electricity.
- o) 'Industry Codes and Standards' includes all relevant electricity and gas Industry Codes and Standards, rules and protocols.
- p) 'Network Company' means Network Company, Lines Company, Embedded Network Owner or other such company or organisation that owns the local electricity and/or natural gas pipeline network, and its agents.
- q) 'Medically Dependent Consumer' means a domestic Customer who is, or whose tenant and/or employees are, dependent on electricity for critical medical support, such that loss of electricity may result in loss of life or serious harm. A Customer may contact us for further information and to register.
- r) 'Meter' or 'Metering' or 'Metering Equipment' means metering Equipment and other apparatus to measure the quantity of energy conveyed to your Connection Point and/or your

patterns of energy usage and/or energy demand, and any associated relays and includes all associated fittings, pre-payment metering equipment and remote meter reader devices.

- s) 'Our Representatives' means any person we engage in connection with the products and services we offer to our customers, and may include third party service providers, our employees or contractors or agents, or the employees, contractors or agents of:
 - i. The network company or network company;
 - ii. The meter reader; and
 - iii. The meter owner.
 - t) 'Pricing Plan' means our rates, fees and charges (excluding any pre-payment arrangement) in accordance with the applicable pricing schedule (and Special Terms (if any)) which we determine you are eligible for and is most appropriate for you based on your electricity and/or gas usage and metering installation.
 - u) 'Property' or 'Properties' or 'Premises' means the land and buildings to which we agree with the customer to supply energy.
 - v) 'Special Terms' means any special terms that have been agreed between us that add to or modify these standard terms and conditions.
 - w) 'Vocus' means Vocus Communications (a trading entity of Switch Utilities Limited), and includes its officers, employees, contractors, agents, successors, and assignees.
 - x) 'Transpower' means Transpower New Zealand Limited.
 - y) 'Vulnerable Consumer' means a domestic Customer for whom, for reasons of age, health or disability, disconnection of electricity presents a clear threat to their health or wellbeing, or the health or wellbeing of their employee and/or tenants, and/or it is genuinely difficult for that Customer to pay his or her electricity bills because of severe financial insecurity (whether temporary or permanent).
 - z) 'We', 'Us', 'Our' means Switch Utilities Limited and includes its officers, employees, contractors, agents, successors, and assignees.
 - aa) 'You' and 'Your' means You, the customer.
- 18.2. Words importing persons include corporations and vice versa.
- 18.3. Reference to any statute or regulations, industry code or standard, include a reference to that statute or those regulations or that industry code or standard as amended, modified or replaced and, in the case of a statute, include all orders, ordinances, regulations, and by-laws made under or pursuant to that statute.
- 18.4. Unless the context otherwise requires, the singular includes the plural and vice versa.
- 18.5. Reference to persistent breach shall include, by way of example, a breach of this agreement on three occasions within a 12 month period (regardless of whether each such breach is remedied).