

# Residential Agreement

These are your Terms and Conditions  
for your Energy Supply with

**Grey Power**  
Electricity

Congratulations! Your application has been processed and accepted and we are very happy to be supplying your home.

## You are now a customer of Grey Power Electricity

### Overview of Agreement

The goods and services to be supplied under this Agreement are electricity, Natural Gas and LPG.

The date of your Agreement is the date on which You agreed (by phone, internet or other means) to accept the supply of Energy from Us.

The Price Plan which applies to You will be sent to You, and is otherwise available on request or from Our Website at [www.pulseenergy.co.nz](http://www.pulseenergy.co.nz).

This Agreement provides You with all of the information You need to know about Your Energy supply including:

- A. Information about Our obligations as Your arranger of Energy supply and how We will look after You.
- B. Information about Your obligations to Us as our customer.
- C. What to do when You move house and the easy steps to set up Your Energy at Your new home.
- D. The Billing and Payment Options available to You.
- E. Details of how to terminate this Agreement free of charge by giving us 30 days' notice.
- F. The circumstances in which your Energy supply may be suspended or disconnected.
- G. How to contact Us if You have any questions or would like information about Your Energy supply.

### Right to Cancel

You are entitled to cancel this Agreement within 5 Working Days after the Commencement Date of this Agreement, by notifying Us either by post, email or by calling Us, but You will be required to pay for any Energy We supply up to You to the point that Your cancellation takes effect. For the purposes of this Agreement, the Commencement Date of this Agreement is the date on which you agree by telephone or via the Website to become a customer of Pulse Energy.

### Acknowledgement

In order to supply Energy to You under this Agreement, We are reliant on the supply of such Energy and other services from upstream suppliers (including Distributors and the Lines Companies). As such, We have certain obligations We must adhere to in respect of those suppliers, including protecting them against claims from Our customers (other than those that you have a legal right to make, such as any Consumer Guarantees Act claim) and ensuring rights of access to Our customers' premises to provide those suppliers with the ability to ensure the safety, security and integrity of the Network (and associated equipment) and other customers on the Network.

## Description

- A. **Pulse Energy, Just Energy and Grey Power Electricity** are trading names of Pulse Energy Limited. Pulse Energy Limited is a publicly traded New Zealand company located at 12-16 Nicholls Lane, Carlaw Park, Auckland, New Zealand. See Contact Details at the end of this Agreement.

## Our Key Obligations to You

- A. We will arrange supply of Energy to Your Premises that complies with this Agreement, applicable laws, regulations and electrical and gas codes of practice.
- B. The service that We will provide to You is to arrange the supply of Energy.
- C. Our Bill will separately show both the charges for the Energy supplied to You, the Network Services, Metering, Billing and Administration, Electricity Authority Levy and discounts, where applicable.
- D. If You would like to terminate this Agreement with Us because You are switching to another retailer, We will cooperate with Your new provider to make sure the switch will take place as soon as reasonably practicable but please note that if the switch takes place before the end of the 30 day notice period referred to in paragraph A of the section headed "Your Key Obligations to Us", then You will be required to pay Us an Early Termination Fee of \$150. We commit to, using reasonable endeavours, to:
  - 1. Correct any errors in Your Bill, once notified or identified by Us as soon as practicable.
  - 2. Send you a Bill each month (unless your Price Plan indicates otherwise) based on an actual reading of Your Meter where this is available. In the event an actual reading is not available we will estimate Your Meter reading until a Meter reading has been completed.
  - 3. If Your Bill or a component of it is based on an estimate reading, clearly state this on Your Bill.
  - 4. If We are not arranging the supply of Energy at the commencement of this Agreement, arrange the commencement of supply as soon as possible.
  - 5. Ensure that equipment used in the provision of Network Services for delivery of Energy to You is monitored and maintained by our representatives and contractors in line with good industry practice prevailing in New Zealand. The Distributor is responsible for maintaining the Network Services to Your Premises.

## Your Key Obligations to Us

- A. If You would like to cancel Your Agreement with Us by switching to another company, You can do so free of charge by providing Us with at least 30 days' notice. We will cooperate with Your new provider to make sure the switch will take place as soon as reasonably practicable. If the switch takes place before the end of the 30 day notice period that You are required to provide to Us before cancelling Your Agreement with us, You will be required to pay a fee as outlined in Schedule B - Fees.
- B. Any credit provided on Your account as part of a promotion to join Pulse Energy will only apply to You if You stay with Us for 12 months or more (i.e. the promotional price is the price for a contract of 12 months or more). Therefore, if You have been given a credit on Your account as part of a promotion to join Pulse Energy, this will be reversed if You switch to another supplier within 12 months of joining Us.

- C. You can choose a payment option that enables You to pay Your Bill on time, avoiding additional Fees and taking advantage of available discounts.
- D. If You do not pay Your Bill in full by the due date specified on Your Bill You may be charged a cost per day for the Administration of Arrears. Refer to Schedule B - Fees.
- E. If You have a debt owing to Us from a previous Account, we may transfer this debt to a current Account that You hold with Us.
- F. Your Energy supply may be disconnected one of the circumstances listed in the sections entitled "Disconnection for reasons of Non-payment" or "Disconnection for reasons other than Non-Payment" arises.
- G. You must advise Us as soon as possible if disconnection presents a clear threat to the health or well-being of You or a member of Your household.
- H. If You move Premises or would prefer an alternative postal address, You should notify Us as soon as possible.
- I. You are responsible for maintaining the electricity and gas Meter box and board on which the Meter(s) or related equipment are located together with any fuse board, main switch, internal wiring and the wires that connect Your Premises to the Network. You will also provide and maintain at no cost to the Lines Company or Meter Owner, suitable space for the safe and secure housing of any Lines Company or Meter Owner's equipment relating primarily to the connection to the network of ICPs at Your premises.
- J. Except as specified in H above, You shall take all reasonable precautions necessary to protect the Distributor's equipment from damage and shall not (and shall ensure that none of the inhabitants of or visitors to, the Premises, including Your contractors or other invitees) interfere with, damage or work on any part of the Network, any Meter(s) or related equipment or any property of a Distributor, the Lines Company or any other equipment which is used in connection with the supply of Natural Gas or LPG to You.
- K. If You (or any of the inhabitants of or visitors to the Premises, including Your contractors or invitees) do damage any equipment of the Distributor, Meter Owner or Lines Company (or any of their contractors, representatives or agents), You will pay the cost of making good the damage to Us, the Lines Company, Meter Owner, Distributor or other third party (as applicable).
- L. You will follow the reasonable directions of the Distributor, Lines Company and any critical contingency operator to ensure the integrity, efficiency, security and safety of the Network and Lines Company's equipment (including providing the Lines Company with a reasonable opportunity to recover its equipment prior to any planned destruction of Your Premises).
- M. Any number of people may join as customers under this Agreement. Each customer is individually and jointly liable for all money owing to Us and all other customer responsibilities while he or she is a customer. Each such customer may exercise all rights under this Agreement. If one customer under this Agreement no longer wishes to be a joint customer, We may require the remaining customer(s) to enter into a new Agreement. When You cease to be a joint customer, You are still liable for all customer responsibilities that arose until You ceased to be a joint customer. Written

confirmation of any changes to single customer information or joint customers are required to give effect to any rights jointly or separately applicable.

- N. You may nominate one or more people as an alternative contact to make decisions for You under this Agreement. However, You are still responsible as a customer and for any acts or omissions made by Your alternative contact. An alternative contact could be a family member, friend or a social agency. If You are facing disconnection and We cannot contact You, We will make all reasonable endeavours to contact Your alternate contact prior to any disconnection.
- O. You will not sell, or transfer or otherwise attempt to sell or transfer, to any other person or entity, any Energy supplied to you under this Agreement.

## Commencement of Supply

- A. For a New Connection, We will have the Premises connected and have arranged the commencement of supply to You within 30 Working Days of the Commencement Date of this Agreement. If Lines upgrades or extensions are required before supply can commence, we will agree a timeframe for Your New Connection.

## Moving House

- A. If You are moving house We can make the transition to Your new home easy:
  - 1. Contact Us at least 3 Working Days before You move house so We can do a final meter reading. At Our discretion, We may estimate the final read or use a reading provided by You.
  - 2. You can give Us the address at Your new home so we can arrange Your Energy supply.
  - 3. If We arrange supply at Your new home, Our Agreement with You will continue to apply.

## Your Bill

- A. We will send You a Bill for Your Energy use at least every month unless the Price Plan You choose indicates otherwise.
- B. Your Bill will include the identifier number(s) of all installation control points on Your property. Your Bill will also include the Lines Company name.
- C. We will charge You according to Your Price Plan together with any relevant Fees incurred under Schedule B - Fees.
- D. If You request a product or service that involves an additional cost, we will advise You of any additional costs at the time you request the product or service, or if unknown at the time We will provide an estimate of the cost.
- E. Our Bill may include charges for goods or services You have asked Us to provide other than Energy and Network Services and any applicable Taxes. We will show any of these additional charges separately.
- F. We can send Our Bill to You by post or by email notifying You that it is available online. You will be deemed to have received Our Bill 3 days after We post it or the day after We email a notification to You. You must pay Your Bills in full by the due date for payment specified on the Bill.
- G. We or our representatives or contractors may read Your Meter outside of Working Hours and on days other than Working Days. We or the relevant third party will write or in some cases contact

You, to advise of when and why We require immediate access to Your Meter, regardless of whether it is located inside or outside. There may be instances when Your Meter(s) may require routine maintenance for the purpose of construction, upgrade, inspection, repairing or the operating of any equipment used in or in connection with generation, conversion, transformation or conveyance of Energy. This may be carried out by Us or a contracted third party. We will write to notify You of Our intent to maintain, upgrade, inspect, or repair any equipment within 5 Working Days.

- H. If We need to do an estimate reading, We will calculate this based on Your average Energy usage patterns. If this information is not available, we will estimate based on an average customer.
- I. You are obliged to pay a Bill which is based on an estimate reading. You are able to provide a Meter reading within 48 hours of the original scheduled read date which can be used to correct the estimation. If We do an estimate reading, this will clearly be stated on Your Bill.
- J. 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. We may reject the Meter reading You give Us if it is not consistent with Our records.
- K. You can request a special Meter reading by calling Us. A special Meter read is a cost to You as outlined in Schedule B - Fees.
- L. You may not offset any amounts You may owe to Us under this Agreement against an amount that We may owe to You. If You do not make payment by the due date for payment specified on Your Bill, We shall be entitled to charge You all costs incurred by Us in relation to the recovery or attempted recovery of such overdue amounts.
- M. You are liable for the charges for all goods and services that We provide to You in connection with this Agreement and for making sure that the requirements of this Agreement are met. All Energy which We have arranged to be supplied to You at Your Premises is deemed to be covered by this Agreement.
- N. If You are switching to another energy retailer, We may base Our final Bill on an estimate of the amount of Energy supply arranged by Us and provide this estimated reading to the new retailer as a starting point for their Billing.
- O. If You are a new customer, We may 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 at least one Working Day before using any Energy. If Your Meter reading differs from the previous final Meter reading at the property, We may arrange for the Meter to be read and use this to calculate a new start reading.
- P. If You are renting Your home, proof of Your tenancy agreement may be required.
- Q. You can provide Us with Your own Meter reading by calling Our Customer Service team. We may verify the accuracy of Your reading within 5 Working Days of receiving Your Meter reading. Erroneous Meter readings may incur a special reading charge as per Schedule B – Fees.

## Payment Options

- A. We offer a variety of payment options including:
  - 1. By direct debit.
  - 2. By internet transfer from Your bank account.
  - 3. By telephone transfer from Your bank account.
  - 4. By sending Us a cheque.
  - 5. By credit card (We only accept Visa and Mastercard)\*
  - 6. By automatic payment that is setup with Your bank.
  - 7. Over the counter at a New Zealand Post Shop.

\*additional surcharges apply for payments made by credit card.

- B. If any currently offered payment options are to change We will give You reasonable notice (no less than 30 days') and information to explain these changes before the change takes effect. If You do not agree to such changes, then You can terminate this Agreement by providing Us with 30 days' notice of termination.

## Bill Irregularities

- A. If Your Bill has an error We will make the correction on Your next Bill.
- B. An overpayment or underpayment of Your Bill will be corrected on Your next Bill.
- C. Where You are not responsible for the lateness of Your Bill being provided to You, if Your Bill is sent more than 2 months after the end date of the period it covers, You have at least the length of time covered by the Bill to pay it.
- D. No interest will be payable on any incorrect or late bill.

## Energy Rates Applicable to You

- A. Rates that are applicable to You are itemized in the Price Plan/s provided to You by Us. If You do not have Your Price Plan You can email or call Us to request this.
- B. The charges for Your Electricity refer to Low User and Standard User rates. The Low User rates are only available to customers who meet the eligibility criteria in the Electricity (Low Fixed Charge Tariff Option for Domestic Consumers) Regulations 2004 and where exemptions are not currently in place. If Your eligibility changes as a result of a change in the regulations We will advise You and You will move to the appropriate plan. If You believe You no longer meet the Low User eligibility criteria You must inform Us.
- C. Your Electricity Price Plan may include Price Protection or Price Protection Rates. Information on Price Protection or Price Protection Rates if applicable can be found in Your Price Plan.
- D. Subject to any Price Protection restrictions in your Agreement, the rates applicable to Your Price Plan may change over time. We will write to You 30 days before a change to Your Price Plan takes effect. If You do not agree to such changes, then You can terminate this Agreement by providing Us with 30 days' notice of termination.

## Changes to Your Price Plan

If You would like to change Your Price Plan then You can:

- A. Ask Us to make this change; and
- B. Pay any Fees that are applicable to making such a change as set out in Schedule B – Fees.

Subject only to any reasonable restrictions applying to Your Price Plan or the products or services You receive, We will make the change and this change will come into effect within 30 days of Us being notified.

## Delivery Charges

- A. The Delivery charge on Your Bill will include Network Services, Metering, Billing and Administration charges, Electricity Authority Levy, other charges and discounts where applicable.
- B. There will be no mark-up on Network Service charges for electricity. However, in some instances it is not practicable to pass through exact Network Charges that We pay for Your Premise, for example, some networks have charges which are not on a Kilowatt-Hour basis and, for these networks We will endeavor to calculate unit charges per kWh which will ensure that in total We will only recover the Network Charges that We are required to pay in respect of Our customers on that Network.
- C. We reserve the right to adjust Delivery charges and flow through costs not specifically included or itemized either in Your Price Plan or in Schedule B - Fees related to transmission, distribution or the wholesale Electricity or gas market that are a direct consequence of transmission constraints or charges outside Our reasonable control. Where possible, We will give You 30 days' notice of any such changes. If You do not agree to such changes, then You can terminate this Agreement by providing Us with 30 days' notice of termination.

## Other Fees

- E. In addition to the charges You incur for Energy and the Delivery charges described in the section entitled "Delivery Charges" above, You may be subject to certain Fees depending upon certain events as described elsewhere in this Agreement. Such Fees are outlined in Schedule B – Fees and may be amended from time to time by us on notice to You in accordance with the terms of this Agreement. If You do not agree to such changes, then You may terminate this Agreement by providing Us with 30 days' notice of termination.

## LPG Delivery

- A. You can order Your LPG bottles by calling Us, sending Us an email or filling in the order form online at Our Website.
- B. We will do Our best to arrange delivery of Your LPG bottle(s) within 2-6 Working Days.
- C. If urgent delivery is required, You can call Us. If we are able to make arrangements so that an urgent delivery request is fulfilled, an LPG urgent delivery fee will be charged for this service as set out in Schedule B – Fees.

## Your Information and Confidentiality

- A. Information about You will be held and used by Us and/or the Distributor in accordance with the Privacy Act 1993. Under the Privacy Act, You or any other joint customer under this Agreement may access and request the correction of any of the information We and/or the Distributor hold under this Agreement. We and/or the Distributor may use any information We and/or the Distributor collect and hold about You for any or all of the following purposes:
1. To arrange the supply of Energy to You.
  2. To Bill You.
  3. To carry out credit checks or debt collection.
  4. To send You notices or contact You.
  5. In relation to any dealings We and/or the Distributor have with Your alternative contact/s.
  6. To meet the requirements of the Energy governance regulations and rules.
  7. In regard to the Electricity and Gas Complaints Commissioner Scheme in connection with any complaint made by You.
  8. To meet the requirements of the Distributor, the operators of the grid or Network or a trust or co-operative that owns that Distributor.
  9. To contact the Distributor and/or the trust or co-operative that owns that Distributor so that they may pass on rebates or discounts or prepare electoral rolls of trust beneficiaries.
  10. To communicate with the operator of the grid or Network for the running of their respective networks.
  11. To ensure compliance with any of Our and/or the Distributor's health and safety obligations.
  12. To contact any person We and/or the Distributor are required by law to provide with information about You.
  13. To address mail to new occupants c/- Your name on rural delivery routes, if necessary to ensure that mail is delivered to new occupants at Your old address.
  14. To verify Your identity when You contact Us and/or the Distributor.
  15. To communicate promotional material to You from time to time.
  16. To verify with the Grey Power Federation that You are a current and financial Grey Power member.
- B. You authorise any person to provide Us and/or the Distributor with such information about You as We and/or the Distributor may require in response to Our and/or the Distributors' queries for any of the purposes set out above. We and/or the Distributor may discuss Your Account with Work and Income New Zealand so that they may provide assistance to You.
- C. We and/or the Distributor may record all communication with You. We do this to help train and monitor Our customer service staff, to confirm Our contractual commitments with You, to help resolve disputes and for market research purposes.
- D. The information gathered from surveys will be used primarily to provide Us with feedback and/or improvements to services. In the instance where the survey is part of a promotion, We reserve the right to use the prize winners' names for publicity purposes.

- E. To get access to information about how We and/or the Distributor collects and stores information about You, contact Us using Our Contact Details at the end of this Agreement.

## Bond

- A. Customers on a customer payment resolution plan or on a private network may be required to pay a Bond as security for payment. The Bond amount required will not exceed \$150. Refer to Schedule B - Fees.
- B. If We require You to pay a Bond, it will be invoiced as early as possible after We accept You as a customer and set out in Your Bill. You must pay the Bond within 18 Working Days after receiving Your Bill.
- C. We may use the Bond to cover any amount overdue or otherwise owed to Us by You. As a condition of Our continued arrangement of supply to You, We may require You to top-up Your Bond to its previous amount before any deduction was made.
- D. We will hold the Bond on trust in a separate account to Our trading accounts until it is refunded to You or until it is used to pay any amount overdue or otherwise owing as provided for in this Agreement.
- E. We will refund the Bond to You by either crediting Your Account or sending You a cheque. This will occur at Your request provided that Your Bills have been paid in full and by the due date for a continuous 12 month period; or when We stop arranging the supply of Energy to You and all Your outstanding Bills have been paid in full.
- F. If We keep the Bond for more than 12 months, We will provide the reasons for doing so to You (for example, if You have not paid Your Bills by the due date for a continuous 12 month period).
- G. No interest will be payable to You on the Bond.

## SmoothPay

- A. SmoothPay spreads Your Energy payments evenly throughout the year, so You pay the same amount for Your power bill at Your nominated payment frequency.
- B. If You choose to pay by SmoothPay, We will estimate Your average consumption for the year and charge You a SmoothPay amount at your nominated payment frequency. Every 6 months We will review Your SmoothPay level based on Your consumption history. If Your consumption varies significantly, this may be reviewed more frequently.
- C. You can choose to make weekly, fortnightly or monthly payments. SmoothPay payments must be paid by direct debit from Your nominated bank account.
- D. If Your payment amount is adjusted for the reasons set out at B above, We will advise You at least 14 days prior to the new amount being paid.
- E. You cannot cancel a scheduled payment without cancelling SmoothPay.
- F. If You cancel SmoothPay you will not be eligible to join SmoothPay again within the following 12 months.

- G. If You would like to change Your bank account number or frequency of payment, please call Us at least 3 Working Days before Your payment is due so that We ensure Your SmoothPay arrangement continues without any interruptions.
- H. You can cancel Your SmoothPay arrangement up to 3 Working Days before the next regular payment amount is due to be paid from Your bank account. Otherwise, cancellation will be effective from immediately after the next payment date.
- I. If You cancel Your SmoothPay arrangement and You have a debit balance on Your Account, the remaining balance will be direct debited from Your bank account on the due date shown on the final Bill. If You have a credit balance on Your Account You can contact Us to receive Your refund.
- J. If You require a prepayment solution, We can provide You with information about other companies which offer these services.

### **Interruptions to Your Supply**

- A. If You need to report an interruption to Your Energy supply or access information about a supply interruption, You can contact Your Lines Company or Distributor by using the faults number supplied on Your Bill. If You are unable to do this You can contact Us by using Our Contact Details provided at the end of this Agreement. Information about a supply interruption will be updated regularly in accordance with good industry practice in New Zealand.
- B. You can report and access information about a supply interruption on a 24 hour basis by calling our Faults number which can be found under Our Contact Details provided at the end of this Agreement.
- C. Unexpected interruptions to Your supply can happen for various reasons. After learning of an unplanned outage on the Network, We will aim to arrange for Your supply to be restored as soon as practicable.
- D. In the event of fault whereby You do not receive Energy, We will promptly notify a subcontractor or Distributor (as the case may be) provided You notify Us of a fault as soon as possible. Additional Fees may be charged. We will inform You of any additional Fees before sending a representative. If the fault is found to be internal to Your Premises You will be charged for the costs involved in repairing the fault. You will not be charged if the fault is found to be on the Network.
- E. We will communicate the duration of planned interruptions to Your supply by providing no less than 4 Working Days' notice and We will use reasonable endeavors to ensure that any interruption does not continue after its scheduled duration.
- F. The installation, supply or delivery of LPG cylinders may be interrupted, delayed or suspended at any time for the purposes of security, safety, repair or maintenance.
- G. The Distributor or Lines Company may delay, suspend, interrupt or reduce the supply of Energy to any Point of Connection if an issue arises in relation to that Point of Connection and You acknowledge and agree that, without limiting any rights You may have against any person under the Consumer Guarantees Act, neither a Distributor nor Pulse has any control over the quality of Natural Gas delivered to You under this Agreement. The Distributor will endeavor to restore the supply of Energy to a Point of Connection where the supply has been interrupted.
- H. Your Energy supply may also be interrupted, delayed, suspended or reduced:

1. To upgrade the quality of supply to Your Premises or surrounding area and to connect new customers and subdivisions which depend on the same Network assets as Your Point of Connection.
2. For the purposes of inspecting, testing, maintaining, repairing or doing any alterations or additions to Your Premises, Your installations, equipment, Meters and associated equipment, the Network, the Maui pipeline, the transmission system or any upstream production facility.
3. To avoid any damage or interference, or to ensure the integrity, compliance, security and safety, in relation to the Network, the Maui pipeline and the transmission system and to avoid or mitigate damage to the equipment of any person connected to the Network.
4. In the event of an emergency and to protect persons or Premises.
5. For any other health and safety reasons.
6. To ensure compliance with law and the contractual obligations of Us and/or the Distributor.
7. To comply with proper instructions from the Distributor (where We arrange for Your supply to be interrupted), Transpower, the Electricity Commission, or any regulatory authority.
8. To maintain the safety and security of the Network.
9. In the event of a critical contingency under the Gas Governance (Critical Contingency Management) Regulations 2008.
10. To maintain a safe environment.
11. To prevent unexpected short term overloading of the Network or for any other reason beyond the reasonable control of the Distributor.
12. To prevent voltage levels rising or falling outside statutory requirements.

### **Disconnection for Non-Payment**

- A. You may be disconnected if You do not pay in full by the due date any amounts You owe Us in relation to this Agreement. Our right to arrange to have You disconnected is limited as follows:
  1. If You have not paid part or Our entire Bill because, in good faith, You dispute it, and You have told Us why You dispute it, We will not disconnect You or commence credit recovery action before the dispute resolution process has been completed unless We reasonably consider that Your dispute is frivolous or vexatious.
  2. If You have not paid the undisputed part of Our Bill, then We may disconnect You and if You are disconnected for non-payment, You must still pay any amounts You owe Us including reasonable costs incurred in recovering Your debt to Us, any charges for services (such as the fixed Line Charges) that continue to accrue after Your Energy supply is disconnected.
- B. Your supply will not be disconnected for non-payment of an estimated account unless We believe that it is fair and reasonable in the circumstances to do so.

## Disconnection for reasons other than Non-Payment

- A. You may be disconnected (by Us or the Distributor or Network Owner) for reasons other than non-payment of a Bill, or a planned or unplanned supply interruption. Your supply may be disconnected for the following reasons:
1. Safety reasons: Disconnection is required for safety reasons, including where trees, vegetation or other obstacles are close to or touching Lines or related equipment so as to create an immediate danger.
  2. No access: After We have notified You of the proposed disconnection of Your Energy supply due to a lack of access pursuant to the section headed "Access to Your Premises", You prevent Us or the Distributor from coming onto Your Premises.
  3. Theft: There is reasonable evidence of Energy theft.
  4. Breach or Willful damage: There is reasonable evidence of a breach of any law, a failure to comply with any reasonable instruction or request from a Distributor, Lines Company or Meter Owner, or willful interference or damage by You to any equipment relating to the supply of Energy to Your Premises.
  5. Generation: You generate Energy at Your Premises and send it into the Network without consent from Us or the Distributor.
  6. Use of Lines: You send signals or other communications through the Network.
  7. Interference: You use Energy at Your Premises in a way that interferes with the quality of the Energy supplied to others or interferes with the Network and You do not stop the interference as soon as You become aware of it.
  8. Emergency access: If You deny immediate access to Your Premises for Us or the Distributor.
  9. Vacancy: No active Agreements exist on that address.
- B. We may cease supplying one or more services under this Agreement if We cease to have an agreement with the Lines Company for the provision of Lines function services on Your Network or the applicable use of system agreement applicable to the Network is terminated.
- C. We may cease supplying one or more services under this Agreement if We determine (in our sole discretion) that the supply of Electricity, Natural Gas and/or LPG is no longer financially viable for Us (including where there have been changes to the terms of supply or prices charged to Us by upstream Energy providers).

## Disconnection Process

- A. Except in the case of agreed or emergency disconnections, We will provide to You:
1. Between 7 and 14 Working Days notice of disconnection before any disconnection occurs.
  2. A further 3 Working Days for the delivery of the notice.

3. A final warning no less than 24 hours or more than 7 Working Days days before the disconnection occurs. The final warning will provide the timeframe for disconnection. This will be a separate notice to the one provided at least 7 Working Days prior to disconnection and will be sent to the address provided.
- B. We will take all reasonable steps to ensure that You receive a final warning for disconnection. Any warning or notice of disconnection will include information about:
1. The reasons for the disconnection.
  2. Our dispute resolution processes.
  3. Details of how You can avoid disconnection, including where applicable, where and how You can pay the amount owing.
  4. Our policies that may help You manage Your payments if You are having difficulty paying Our Bills.
- C. Our charges relating to arranging disconnections and reconnections are set out in Schedule B - Fees. We will give You reasonable notice of the circumstances before You incur the applicable Fee. We will also let You know if there is something You can do to avoid incurring the Fee.
- D. Disconnections will occur on a Working Day that is not a Friday or the day before a Public Holiday.
- E. If You would like Your Premises to be temporarily disconnected (for example to allow You to carry out building work or maintenance to the Premises), You must give Us at least 2 Working Days notice of the date on which You wish to be disconnected and reconnected and pay any costs associated with the temporary disconnection and reconnection, as set out in Schedule B - Fees.
- F. Only a qualified person may connect, disconnect, or reconnect Your Premises to the Network.
- G. If You are making a New Connection or asking for a reconnection after 6 months or more of being disconnected, You need to obtain the appropriate certification from a licensed electrical inspector or other approved service provider. You must pay any costs associated with certification.
- H. If You would like Your Premises to be permanently disconnected, You must give Us at least 30 days' notice prior to the date on which You wish to be disconnected and provide Us with access to Your Premises.

## Reconnections

- A. Before We or the Distributor reconnect You, We may require You to:
1. Pay all amounts You owe Us, including any Fees (as set out in Schedule B - Fees) which may include a disconnection and reconnection fee.
  2. Pay any collection costs We incurred in obtaining payment of the amounts You owe.
  3. Agree on a satisfactory method for paying future charges.
  4. Pay a Bond.
  5. Remedy the situation that resulted in the disconnection.

- B. Once You have satisfied the requirements for reconnection We will arrange to have Your Energy supply restored as soon as reasonably practicable.

## Notices

- A. A notice from Us to You may be:
  - 1. Delivered to the address to which You asked Us to send notices.
  - 2. Posted to Your last known postal address.
  - 3. Emailed to Your last known email address, if You have agreed to have notices delivered in this manner.
  - 4. Faxed to Your last known fax number, if You have agreed to have notices delivered in this manner.
  - 5. Texted by Us or a contracted third party.
  - 6. Given over the phone from one of Our Customer service team.
  - 7. Delivered in person by a representative on Our behalf.
- B. To ensure You receive the notices We send please update Us with Your contact details should they change.
- C. Where an increase in a fee, service charge or the total invoiced price of the Energy supplied to You is more than 5% (and, in the case of a fee or service charge, the increase is reasonably likely to have a material effect on You,) a separate notice of the increase will be communicated to You as soon as possible, and in any event at least 30 days before the change takes effect. If You do not agree to such changes, then You can terminate this Agreement by providing Us with 30 days' notice of termination.

## Access to Your Premises

- A. We, the Meter Owner (if applicable), the Lines Company or any Distributor (or Our or their respective employees, agents, representatives and subcontractors) (each an Accessing Party) may need access to Your Premises to:
  - 1. Turn the Energy supply on or off.
  - 2. Inspect, test, install, operate, maintain, replace, repair or remove any equipment (including LPG cylinders) related to Your Energy supply.
  - 3. Deliver Your LPG
  - 4. Read Your Meter(s).
  - 5. Find the cause of any interference with the quality of supply to Your Premises or the surrounding area.
  - 6. Prevent harm to people or Premises from equipment that We or the Distributor are responsible for.
  - 7. Clear trees, vegetation or other obstacles from Lines and related equipment if the tree owner fails to do so.

8. Maintain and protect the operation of the Network.
  9. Comply with any legal obligations for which access is required.
  10. Ensure that You are fulfilling Your obligations under this Agreement.
  11. Ensure compliance with the relevant Network distribution code.
  12. Remove equipment related to Your Energy supply following the termination of this Agreement.
- B. When access to Your Premises is required, You must provide (and you consent to providing) the Accessing Party with access:
1. That is safe and unobstructed, particularly from any dogs or other animals at Your Premises.
  2. Any time between 8am and 7pm Monday to Friday, excluding Public Holidays (unless another time is agreed).
  3. Immediately for scheduled Meter reading, or routine Meter maintenance of which You have been given at least 5 Working Days' notice. We will provide written notice to You of the timing and purpose of the access.
- C. Situations where immediate access may be required include:
1. To restore Energy supply in Your neighborhood in the event of an unplanned outage.
  2. To prevent harm to people, property or Premises from equipment that We, the Meter Owner the Lines Company or a Distributor are responsible for.
  3. To protect the Network.
  4. To deal with any other emergency situations involving the Energy supply.
- D. When accessing Your property, We and Our respective agents and subcontractors will take the necessary steps to minimize direct impact to Your property, and any inconvenience to You. When accessing Your property We will act courteously, considerately and professionally at all times.
- E. When accessing Your property We or the Distributor will comply with Your reasonable requirements.
- F. We and the Distributor require agents and employees to carry identification when accessing Your property. They are required to present this identification on request before entering Your property. You should refuse access to anyone who refuses to show appropriate identification and inform Us immediately.
- G. If any Accessing Party reasonably believes that there is immediate danger to persons, property or Premises, that Accessing Party may take reasonable steps to gain access without Your permission.
- H. If any equipment relating to Your Energy supply is located behind a locked door or gate, You will need to arrange for the Accessing Party to gain access. If We require a key or other means of access to Your Premises, it will be held with the Meter reading company, transferred by Us, returned to an alternative postal address for security purposes, or disposed of by Us in a responsible manner. For security purposes, access to this information can only be obtained by contacting Us.

- I. If You refuse to provide or You obstruct or fail to provide access as required by any Accessing Party We may charge You for any costs incurred to gain access to Your Premises or suspend supply in the case of LPG cylinders as detailed in the section headed "Interruptions to Your Supply" or disconnect supply as detailed in the section headed "Disconnection for reasons other than Non-Payment".
- J. You are responsible for informing Us about any Meter information. This includes the location, upgrade or repair, removal, damage, broken seal on Meter box or main switch board, tampering, fault, no Meter display or any other matters directly relating to Your Meter(s). We need to be informed as soon as possible to ensure We can act and attend to any issues regarding Your Meter(s) in a timely manner. Without any notification or prior warning, We are unable to attend to a request and this can lead to extra Fees being incurred, estimated Bills, fines or continual Meter problems. This applies to whether You have just moved into a new house or at Your current Premises.

## Your LPG Equipment

- A. The Distributor will supply LPG cylinders for the supply of LPG to Your home. The LPG cylinders will remain the property of the equipment supplier at all times and may not be sold, rented, charged or otherwise transferred without Our prior written consent. Title to the LPG cylinders will (and must) not pass to You at any time unless otherwise agreed in writing, and You will ensure that the LPG cylinders are not, and do not, become a fixture or fitting of Your Premises.
- B. The LPG delivered to You remains the sole and absolute property of Pulse Energy until We have received payment in full of all outstanding amounts owed by You to Us pursuant to this Agreement. If You are in default of any term of this Agreement, We or the Distributor may enter any premises occupied by You to recover the LPG and/or associated equipment. If the premises are those of a third party, We or the Distributor may enter and recover the LPG and/or associated equipment as Your agent.
- C. The LPG cylinders must only be used to store and dispense LPG supplied by a Distributor or as arranged by Us for the entire time You remain a customer with Us. Upon termination of this Agreement, You shall make the cylinders available for collection by Our or the Distributor's representatives and contractors at any time within 10 Business Days after the date of termination.
- D. The LPG equipment will remain in Your possession during the term of this Agreement and You are responsible for the security and condition of the cylinders and related equipment. Any cylinders or related equipment which is lost or damaged by You or while in Your possession will be invoiced to You at replacement value and You will not use, and will immediately notify Us by telephone if You suspect an LPG cylinder or LPG equipment is not in good working order or has any defect (including where any unintended escape of LPG from a cylinder has occurred).
- E. You must (and You undertake to Us that You do) hold all certificates required by law in relation to the installation, connection or supply of LPG to or at Your Premises. We shall not be required to arrange the supply of LPG until You are able to evidence such certificates.
- F. You must provide and maintain, at Your cost, a suitable space for the secure housing of Your LPG cylinders and related equipment in accordance with the LPG Association Code of Practice, which You can access via a link on Our Website. In summary, cylinders and related equipment should not

be installed in an inaccessible location, under a stairway, in a location where there would be no air movement across the cylinders and other equipment, under a building (unless permitted by the LPG Association Code of Practice), in a position that would obstruct exits from a building, buried in the ground, or where damage is likely to occur, unless adequate protection is provided.

- G. You undertake not to interfere with the cylinders or associated equipment except to the extent that action has to be taken to protect the health and safety of persons or to prevent damage to property.

## Meter Equipment

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, to the extent the fault was not caused or contributed to by You, We will arrange to replace or repair it, meet the cost of the testing, and refund, or debit or credit Your Energy 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.

- A. 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 Energy within accepted industry standards. We will tell You the cost before undertaking the test.
- B. Tampering with a Meter is dangerous and may be a criminal offence. You must act prudently with respect to Metering Equipment and must not (and must take all reasonable steps to ensure no-one) tamper or interfere with Metering Equipment at Your Premises, 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.
- C. You must ensure that the Metering Equipment is not sold, assigned, underlet, mortgaged, pledged, charged, encumbered or used as security in any way and ensure that the Metering Equipment is not and does not become a fixture or fitting on You Premises.
- D. You must pay for the Energy that We estimate You would have used while Metering Equipment was not reading correctly if Metering Equipment at Your Premises 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 Lines Company or Meter Owner.
- E. We may also require You to pay a Bond (or increased Bond) or pay for any costs or losses We incur in investigating the interference, replacing or repairing any damage to the Metering Equipment caused by you, or arranging to have the supply of Energy to you ceased, restrict, limit or suspended, and/or taking legal action against You.
- F. 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.

## Dangerous Situations

- A. The electricity Lines that supply Energy to Your Premises and the grid are live. If You touch them or the bare conductors that connect them to the house, You may be seriously injured or killed. Before You do any work near electricity Lines, arrange with Your Distributor to identify any problems or disconnect the supply. You should contact Transpower before doing any work near the grid.
- B. For Your own safety, We suggest that You contact a professional tree trimmer before attempting to remove tree branches and vegetation from or near electricity Lines and related equipment.
- C. The equipment used to supply Energy to You has a limited capacity. You must inform Us if You expect to substantially increase the amount of Energy You use.
- D. Surges or spikes are momentary fluctuations in voltage or frequency and are not treated as interruptions. We strongly recommend that You install surge protection devices for sensitive equipment like computers, microwaves, video recorders, televisions and other electronic devices. Contact Your electrician or manufacturer for information about how to guard against surges, spikes and other fluctuations.
- E. We also recommend that You consider taking out insurance against surges, spikes and other fluctuations or interruptions in Energy supply.
- F. Contact Us or the Distributor if You become aware that any equipment relating to Your Energy supply is defective, damaged or causing a hazard.
- G. Contact Us at least 5 Working Days before You demolish or remove any buildings on Your Premises, so We can arrange to have the power supply from those buildings permanently disconnected.
- H. You are responsible for maintaining all of the equipment between Your Premises and Your connection to the Network. If You are uncertain where Your Point of Connection to the Network is please contact Us. In most cases the Point of Connection is at the pole fuse for an overhead connection and the property boundary for an underground connection.
- I. For more information on electrical safety matters, contact the Energy Safety Service [www.ess.govt.nz](http://www.ess.govt.nz) or [www.ea.govt.nz](http://www.ea.govt.nz).
- J. If You wish to generate Electricity at Your Premises and it is possible to send it into the electricity Network, You must obtain prior consent from the Retailer and Your Distributor. A separate agreement will set out the circumstances in which You may be able to obtain payment or a credit for Electricity You send into the Network.
- K. You must ensure that the way You use Energy at Your Premises does not interfere with the quality of the Energy supplied to others or interfere with the Network. If it does, You must stop the interference as soon as You become aware of it. You will also be deemed to be in breach of this Agreement if You have become aware of the interference and do not stop it.

## Compliance

- A. You must ensure that You and Your Premises (and installations) comply with all statutory and regulatory requirements and codes of practice or procedures including the Network connection standard terms and conditions and applicable use of system agreements, to the extent you are aware, or ought to be aware, given the information available to you, of these requirements. You will also comply with all reasonable instructions of Us or a Distributor relating to the use of LPG cylinders.

- B. You must comply with the Electricity (Hazards from Trees) Regulations 2003 in respect of any trees that You own that are near Lines that form part of the Network or near the grid. For more information on the Electricity (Hazards from Trees) Regulations 2003, please contact Your Distributor (the details of which We can provide to You upon request).
- C. You must comply with regulations 30 and 93 of the Electricity Regulations 1997 in relation to any work near Lines or other electrical equipment or near the grid. These regulations include a requirement that You comply with the New Zealand Code of Practice for Electrical Safe Distances (NZECP 34:2001).
- D. The Consumer Guarantees Act 1993 (**CGA**) will apply unless You buy Energy or Energy supply services for use in trade or a manufacturing or production process.

## Force Majeure

- A. We may be prevented from meeting Our performance commitments due to an event of force majeure.
- B. A force majeure event includes, but is not limited to:
  1. Acts of God, war (whether declared or not), terrorism, riots, civil insurrection, epidemic.
  2. Strikes and any other industrial action.
  3. Storms, lightning, flood, earthquake, fire, landslide, accumulation of snow or ice, acts of animals.
  4. Motor vehicle or other accident.
  5. Faults in the Network or acts or omissions by the Distributor.
  6. Malicious damage.
  7. Surges, spikes, other fluctuations or interruptions in the supply of Electricity into the Network.
  8. The partial or entire failure of supply or availability of Energy into the Network.
  9. Extreme Energy shortages, extreme pricing events or threats to Our ability to supply Energy.
  10. Compliance with any law or government order, rule, regulation or direction.
  11. Your acts or omissions or any defect or abnormal conditions in or about Your Premises.
- C. Following a force majeure event, We will try to restore services to You as soon as reasonably practicable.

## Limits to Liability and Indemnity

### Consumer Guarantees Act

- A. Nothing in this clause shall act to limit or reduce Your rights against Us or any third party under the CGA. The CGA gives You the benefit of a guarantee of acceptable quality in the supply of gas and electricity services. If this guarantee applies to Us and if We breach this guarantee, Your rights of redress are set out in the CGA. However, where you acquire Energy for the purposes of trade (i.e. for your business), you agree that the warranties and guarantees in the CGA will not apply to You

(and that You will have no right to make a CGA related claim against Us or the Distributor) in respect of the supply to You under this Agreement.

**Damage to Your property or Premises**

- B. Subject to clause C below, We shall be liable to You for the direct costs incurred in repairing or replacing Your property or Premises (as applicable) where (and only to the extent) Our or any of Our contractors, suppliers, representatives or agents (excluding any Distributor, in respect of which liability is dealt with in clause F below) actions or omission undertaken in connection with this Agreement have directly caused damage to Your property or Premises. This shall constitute our only liability to You under or in connection with this Agreement, except to the extent that liability cannot be excluded by law (for example, any liability We may have to You in respect of a Consumer Guarantees Act claim), provided that:
1. where We are liable to You under this clause B as a result of Our (including any of Our employees) actions or omissions, our maximum liability to You for the damage to Your property or Premises is \$10,000; and
  2. where We are liable to You under this clause B as a result of the actions or omissions of any of Our contractors, suppliers, representatives or agents our maximum liability to You for the damage to Your property or Premises (for any event or related series of events) under this clause B is limited to the amount we recover from our contractors, suppliers, representatives or agents (less any costs incurred by Us in connection with such claim).

We may choose to repair or replace any damaged property or Premises up to the same maximum amount, instead of paying cash to You.

- C. If You wish to seek compensation for damage to Your property or Premises caused by Us or any third party in connection with the supply of Energy under this Agreement, You must write to Us within 15 Working Days of becoming aware of the event occurring. If You have not written to Us within this 15 Working Day period to advise Us of a possible claim, neither We (nor any third party) will be required to cover any loss of, or damage to, Your property or Premises. Upon receipt of notification from You under this clause, We will review Your claim as soon as practicable and write to You notifying You of the outcome of that review. If You are entitled to compensation, We will explain how the compensation amount was determined and the person who is liable to You for it.

**Limitations on the liability of Us and third parties to You**

- D. Other than as expressly provided for in this Agreement (including under clause B above), Our liability and the liability of each Distributor, Meter Owner, Lines Company and the owner/operator of the Maui Pipeline and transmission system (and each of Our and their directors, employees, contractors, agents and representatives), including any liability in tort (including negligence), breach of statutory duty, equity or otherwise, is excluded to the maximum extent permitted by law.
- E. Subject to any rights you may have under the CGA, You acknowledge and agree that You may not (and shall not) take any action directly against any of the Distributor, Meter Owner, Lines Company or the owner/operator of the Maui Pipeline or transmission system (or any of their directors, employees, contractors, agents or representatives) for any loss, liability, cost or damage you suffer or incur in connection with the supply (or non-supply) of Energy to you under or in connection with this Agreement.

- F. If You believe that a Distributor or Lines Company has caused You loss or damage, You should advise Us. We may, acting reasonably and subject to clause G below, seek to try to recover from the Distributor the amount of any loss or damage You claim to have suffered. If We recover anything from the Distributor that is directly applicable to the loss or damage You have suffered We will pass through to You the amount so recovered (less Our reasonable costs of recovering such amount). If the amount We recover from the Distributor 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 passing on any such amounts to You, We will have no liability to You in respect of any acts or omissions of any Distributor (or any of its employees, contractors, agents or representatives).
- G. In respect of the arrangement of supply of LPG to You, to the extent that Our contractors, suppliers or representatives' liability to You cannot be excluded by law, Our contractors and representatives' liability to You shall not exceed, to the extent permitted by law, \$100 per event or series of related events.
- H. If, despite B above, the Lines Company is liable to You, the maximum liability of the Lines Company for any claim by You shall not, in any circumstances, exceed the per-Customer compensation amounts available for that event (or series of events) under the applicable complaints resolution scheme referred to in section 43E of the Gas Act 1992. Further, the liability of the Lines Company shall be reduced by an amount (if any) for which We are liable to You in respect of such claim (or series of claims).
- I. Without limiting the above limitations of liability, neither We (nor the Distributor, Lines Company, Meter Owner or any of Our or their employees, contractors, agents or representatives) will 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 Energy supply, or any loss or damage caused by You failing to switch off any appliances at Your property prior to reconnection.
- J. To the extent permitted by law, none of Us, the Distributor, Lines Company, Meter Owner, the owner/operator of the Maui Pipeline and transmission system (nor any of Our or their employees, contractors, agents or representatives), will, in any circumstance, be liable to You or anyone else for any personal injury or death of any person, any special, indirect or consequential losses, loss of data, loss of business, profits, goodwill, reputation, contract or use, or other similar losses, or any loss or damage arising from a circumstance beyond that person's control (a force majeure event) whether or not the possibility of such loss or damage could have been reasonably foreseen.
- K. The limitations of liability set out in this section or elsewhere in this Agreement extend to Our employees, agents, sub-contractors, the Lines Company, the Meter Owner and any Distributor (and any of their representatives and contractors) for the purposes of the Contracts (Privity) Act 1982. The other provisions in this Agreement that refer to the Distributor, the Meter Owner and/or the Lines Company (or any of their representatives or contractors) are intended to be for the benefit of, and are enforceable by, the Distributor, Meter Owner or the Lines Company or any of their representatives or contractors (as applicable) under the Contracts (Privity) Act 1982.

## Third Party Contracts

- L. In order to arrange the supply of Energy to You under this Agreement, We have contracts with third parties (including Distributors). You agree that:
  - 1. You will not knowingly do anything that would cause Us to be in breach of our arrangements with these third parties which You know about or which You ought to know about, given the information available to You, and You will comply with the reasonable requirements of such third parties relating to the supply of Energy to You (including providing information and access to property and Premises as requested from time to time);
  - 2. You will be responsible for all losses of any nature suffered by Us under or in connection with any third party contract that arises out of or in connection with any breach of this Agreement by, or negligent act or omission of, You (or any of your invitees or contractors) under or in connection with this Agreement and/or the supply of Energy to You;
  - 3. You will be responsible to the Lines Company for any direct loss or damage to the extent caused or contributed to by Your (or any of Your officers, employees, agents or invitees) fraud, dishonesty or willful breach, arising out of or in connection with the services provided by the Lines Company under the relevant use of system agreement.

## The Agreement

- A. This Agreement (along with the Welcome Letter or email, Price Plan and other information provided to you during the sign-up process) describe the rights and obligations that apply to the arrangement of Your Energy supply and override any other information provided.
- B. Your commitment to sign up to this Agreement is a binding Agreement between You and Us.
- C. We reserve the right to change part or all of this Agreement by notifying you of changes that are posted on Our Website. Any revisions will be applicable 30 days following the date of notification. If you do not agree to such changes, then You can terminate this Agreement by providing Us with 30 days' notice of termination.
- D. We reserve the right to subcontract, transfer or assign all or any of Our rights and obligations under this Agreement to an appropriate third party, acting reasonably. We agree to notify You of such a transfer or assignment.
- E. You may transfer or assign any of Your rights or obligations under this Agreement to any person upon receiving Our consent in writing.
- F. The Electricity Authority may assign Our rights and obligations under this Agreement to another retailer if we have committed an event of default (as that term is defined in the Electricity Industry Participation Code 2010) in which case the terms of this Agreement will be amended to reflect the standard terms of the other retailer's standard terms and conditions or such other terms that are more advantageous to You than the standard terms, if the other retailer and the Authority agree, and may include a minimum term, and we may be required to provide information about you to the Authority (who may pass that information on to the other retailer).

- G. In the event of any conflict between this Agreement and the Electricity and Gas Commissioner Complaints Scheme (the “Scheme”), the Scheme prevails. You can obtain a copy of the Scheme from the Office of the Energy and Gas Complaints Commissioner’s website ([www.egcomplaints.co.nz](http://www.egcomplaints.co.nz)).

## Feedback or Complaints

- A. You can provide feedback on the services You receive by contacting Us by phone or email. Alternatively You can submit Your feedback online at [www.pulseenergy.co.nz/feedback-or-complaints/](http://www.pulseenergy.co.nz/feedback-or-complaints/).
- B. You have the right to make a complaint about Our service. Our staff will acknowledge Your complaint within 2 Working Days either verbally or in writing (excluding time for delivery) and inform You of the steps to be taken to reach a resolution. In some cases, We may ask You to put Your complaint in writing to help Us resolve Your complaint more effectively.
- C. Our complaints resolution process is free and We are committed to delivering fair and effective outcomes in good faith.
- D. We aim to meet the standards required by the Electricity and Gas Complaints Commissioner Scheme, the free and independent dispute resolution service, of which We are a member.
- E. You may refer Your dispute to the Electricity and Gas Complaints Commissioner (whose contact details are below), if:
1. You are unhappy with the way We propose to resolve Your dispute.
  2. Your dispute is not resolved within 20 Working Days of Us receiving it and We have not written to You explaining why We need further time.
  3. Your dispute is not resolved within 40 Working Days of receiving it.

### **Electricity and Gas Complaints Commission**

Freepost 192682

Lambton Quay

Wellington 6145

**Free phone:** 0800 22 33 40

**Email:** [info@egcomplaints.co.nz](mailto:info@egcomplaints.co.nz)

**Website:** [www.egcomplaints.co.nz](http://www.egcomplaints.co.nz)

## Our Contact Details

Pulse Energy Limited  
PO Box 10044  
Dominion Rd  
Auckland 1010

### Phone

Pulse Energy	<b>0800 785 733</b>
Grey Power Electricity	<b>0800 473 976</b>
Just Energy	<b>0508 587 836</b>
Faults	<b>0800 785 733 or as indicated on Your Bill</b>

### Email

Pulse Energy	<b>customer.service@pulseenergy.co.nz</b>
Grey Power Electricity	<b>greypower@pulseenergy.co.nz</b>
Just Energy	<b>customer.service@justenergy.co.nz</b>

### Website

Pulse Energy	<b>www.pulseenergy.co.nz</b>
Grey Power Electricity	<b>www.greypowerelectricity.co.nz</b>
Just Energy	<b>www.justenergy.co.nz</b>

Our Customer Service team is available Monday to Thursday from 8am to 8pm and Friday 8am to 6pm (excluding Public Holidays).

### Schedule A – Your Price Plan

You will receive a copy of Your Price Plan when You receive this Agreement.

### Schedule B – Fees

All Fees in Schedule B - Fees are GST inclusive and may be amended by Us from time to time on notice to You in accordance with the terms of this Agreement.

Fee	Amount
Failure to provide 30 days' notice to terminate Agreement – Early Termination Fee	<b>\$150.00</b>
Special or Final Read	<b>\$15.00</b>
Electricity Reconnection	<b>\$75.00</b>
Electricity Disconnection (per visit)	<b>\$95.00</b>
Electricity After Hours Reconnection*	<b>\$125.00</b>
Gas Disconnection or Reconnection	<b>\$80.00</b>
Gas After Hours Disconnection or Reconnection*	<b>\$185.00</b>
Gas Same Day Disconnection or Reconnection	<b>\$130.00</b>
LPG Urgent Delivery Fee	<b>\$80.00</b>
Debt Administration	<b>\$25.00</b>
Customer Site Visit	<b>\$60.00</b>
Metering or Inspection Call Out (per visit and includes Meter change, relocation, inspection and test)	<b>\$95.00</b>
New Connection or Livening	<b>All costs</b>
Capacity Upgrade or Downgrade	<b>\$140.00</b>
Bill Copy	<b>\$5.00</b>
Credit Refund (direct credit only. Free on closed Accounts).	<b>\$15.00</b>
Price Plan Change (one free change per annum).	<b>\$15.00</b>
Residential Bond (special circumstances apply)	<b>Up to \$150.00</b>
COV (Certificate of Verification)	<b>\$170.00</b>
Debt Collection	<b>All costs</b>
No Access Fee	<b>\$25.00</b>
Administration of Arrears	<b>\$1.15/day</b>

\* The afterhours fee applies to any reconnection that is requested after 4pm and for completion the same day or any reconnection where the customer requests that it be done from 4pm onwards.

## Definitions

**Account** means Your customer Account with us for the provision of Energy services in respect of Your Premises.

**Administration of Arrears** is a fee which may be charged to cover the cost of late payment.

**Agreement** means these terms and conditions and is the commitment between You and Us in order to arrange the supply of Energy and receive payment for that arrangement of supply.

**Bill, Billing, Invoice, Statement** refer to the bill We send You each month.

**Bond** means a sum of money We may collect from You and hold as security against non-payment by You of Our Bills or other amounts you owe under or in connection with this Agreement.

**Customer Service Lines** means those Lines that convey Energy between Your Point of Connection and Your Premises.

**Direct Debit Discount** means We provide a discount per month (calculated daily) if You have given us an active direct debit before the day We calculate Your Bill.

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

**Energy** includes Electricity, Natural Gas and LPG.

**Energy Rate** means the rates displayed on Your Schedule A – Your Price Plan in the section labelled "Energy". This excludes items in the section labeled "Delivery".

**Fees** means all charges outlined in Schedule B – Fees as amended from time to time by us on notice to You in accordance with the terms of this Agreement.

**ICP** means Installation Control Point, which is a physical Point of Connection on a local Network or an embedded Network which Energy will be deemed to be supplied to a customer.

**Kilowatt-Hour** is known as the "unit" of Electricity (kWh). Natural Gas is converted to an equivalent unit for billing purposes.

**Lines** mean works that are used or intended to be used for the conveyance of Energy and includes Customer Service Lines.

**Lines Company** means any company or organisation that owns a Network, and its agents.

**Low User** means a household which uses less than 8,000 kWh/year of electricity in the North Island and South Island or, less than 9,000 kWh/year in the lower South Island regions as defined in the Electricity (Low Fixed Charge Tariff Option for Domestic Consumers) Regulation 2004 and Amendment Regulation 2008.

**Meter** means a Meter that measures the Energy used and includes all associated wiring and equipment.

**Metering Equipment** means the metering and other equipment which is used to measure and/or provide information about Your Energy consumption (and, if appropriate, demand) of energy, including any covering or housing for such equipment, and meters, loggers, communication devices, relays, current transformers, voltage transformers and any other equipment required to measure energy usage, and includes an advanced meter and the metering communications network.

**Meter Owner** means a person who owns or controls a Meter.

**Network** means Lines (other than Customer Service Lines), equipment and plant that is used to convey Electricity between the grid and Your Point of Connection and/or any distribution system used for the conveyance of Natural Gas to Your Point of Connection.

**Network Charge** means the amount we are charged to cover the provision of Network Services.

**Network Service charge** means the amount we charge You to recover the Network Charge that We pay for the provision of Network Services.

**Network Services** includes the arrangement of the supply of Energy, contracting with the network operator for the supply of distribution and/or transmission services to Your premises and providing other goods and services that may be included in our price plans or provided under any additional terms and conditions of which We have notified You or otherwise agreed with You.

**New Connection** means arranging the installation of Energy within Your Premises for the first time which can include adding Meter assets, registering Your ICP (including with the Electricity Registry) and becoming a customer.

**Online Discount** means You may receive a discount if You have registered for Our online Billing service and do not require a paper Bill to be mailed to You. If a discount is applicable it will be as indicated on Schedule A – Your Price Plan.

**Our Representatives** means the staff of Pulse Energy, Just Energy, Grey Power Electricity or third party contractors.

**Point of Connection** means the point at which the responsibility for Energy supply equipment transfers to You.

**Premises** mean the site to which Energy is supplied or is to be supplied to You.

**Price Plan** means the set of rates that are then current and used to calculate Your Bills. Your Price Plan will be provided to You together with this Agreement. Note that the rates applicable to Your Price Plan may change over time. We will write to You 30 days before a change to Your Price Plan takes effect.

**Price Protection Rate** means the maximum Rate that Your “Energy Rate” cannot exceed during the fixed period of time shown on Schedule A – Your Price Plan.

**Price Protection** means that Your Energy Rate is fixed for the period of time stated on Schedule A – Your Price Plan.

**Public Holiday(s)** means Christmas Day, Boxing Day, New Year’s Day, 2 January, Waitangi Day, Good Friday, Easter Monday, ANZAC Day, the Sovereign’s birthday and Labour Day.

**Standard User** means a household which uses more than 8,000 kWh/year of electricity in the North Island and South Island or more than 9,000 kWh/year in the lower South Island regions as defined in the Electricity (Low Fixed Charge Tariff Option for Domestic Consumers) Regulation 2004 and Amendment Regulation 2008.

**Taxes** means any present or future tax, levy, impost, duty, rate, charge, fee, surcharge, surtax, excise, deduction or withholding of any nature, and which is applicable (directly or indirectly) to the arrangement of supply of Energy under this Agreement.

**We, Us, Our** means Pulse Energy Limited and defined as the Retailer for the purposes of this Agreement (and includes Our representatives or contractors).

**Website** means [www.pulseenergy.co.nz](http://www.pulseenergy.co.nz)

**Working Day(s)** means any day of the week other than Saturday, Sunday, and Public Holidays.

**Working Hours** means Monday to Friday between 8am and 8pm.

**You, Your** means You; a person or persons for whom We arrange the supply of Energy or who applies for us to do so.