

Contact Residential plan special terms and conditions

This document sets out all of Contact Energy Limited's (**Contact, we, us, our**) residential plan special terms and conditions for particular plans released after 10 June 2019. Different sections will apply depending on the combination of services and benefits that are included in your residential plan. Here are the sections:

[What do I need to know about my residential plan?](#)

[What do I need to know if I'm on a fixed term residential plan?](#)

[What do I need to know if I have broadband?](#)

[Which residential plans have additional special terms?](#)

[What do I need to know if I have solar or other distributed generation?](#)

What do I need to know about my residential plan?

1. Our residential plans are generally available for residential:
 - a. electricity supply;
 - b. natural gas supply;
 - c. electricity and broadband supply; or
 - d. a combination of the above with distributed generation supply.
2. Unless you're on a fixed term residential plan the residential plan will apply from the date we process your application or a date notified to you by us and will have no specified end date.
3. The residential plan will end if you move to another property.
4. All services at the same premises must be on the same residential plan.
5. Residential plans are not available with PrePower, any Rockgas Limited (**Rockgas**) LPG supply, or in conjunction with any other offer from us unless at our discretion. Rockgas LPG pricing is subject to change and will be confirmed to you in your confirmation letter from Rockgas.
6. Certain products, services, and offers are subject to their own special terms and conditions that will apply and will prevail should there be inconsistencies with these *Contact residential plan special terms and conditions*, for example, Contact Prepay and Weekly Fortnightly Billing are available for single electricity supply only.
7. You must always use energy supplied through your residential plan in a safe and sensible manner. You must not overload mains or network equipment through excessive or consecutive appliance use that could be hazardous or cause unsafe voltage fluctuations or equipment to overheat. If we identify overloading behaviour, we will contact you before taking any further action. If overloading continues, we reserve the right to move you to an alternative plan and/or charge you for costs incurred to restore safe energy supply to your property. We will give you reasonable notice if charges are likely to arise and ways to avoid the charge.
8. The Contact residential plan special terms and conditions should be read along with our General terms and conditions for residential and business customers. If there are any inconsistencies between the two, the Contact residential plan special terms and conditions will prevail.
9. We may cancel any residential plan early if you are in breach of any of our terms and conditions.
10. We may make minor changes to Contact residential plan special terms and conditions at any time. Where changes are material, the process outlined in our [General terms and conditions for residential and business customers](#) will apply.

What do I need to know if I'm on a fixed term residential plan?

The following terms and conditions apply to customers with a fixed term plan who signed up prior to 14 September 2023. New customers can no longer join a fixed term plan after 14 September 2023.

1. The residential plan will apply from the date we process your application or a date notified to you by us and will continue until the date advised to you at the time of sign-up (the **Fixed Term**).
2. When the Fixed Term ends, unless otherwise notified by us your residential plan will continue, including pricing and benefits, but you will move to an open term at the expiry of the Fixed Term meaning that this "What do I need to know if I'm on a fixed term plan" section will no longer apply from that date.
3. Subject to the following sub-clauses below, energy pricing on the residential plan will not change until the end of the Fixed Term:
 - a. The Electricity Authority Levy, Gas Industry Company Fee, unmetered charges, and our Distributed Generation export rate are not covered by these *Contact residential plan special terms and conditions* and are subject to change.
 - b. We may adjust your price as necessary:
 - i. to pass on to you any other cost to us as a result of new regulation, government-imposed tax, levy, assessment, duty, charge of withholding on natural gas or electricity, or on these *Contact residential plan special terms and conditions*; and
 - ii. if for any reason, the information that we relied on to set the price for you under the residential plan is incorrect or changes. For example, if the meter set-up referred to on your current retailer's bill differs to your actual set-up, or if the price category is changed by your network company. If this occurs and you no longer wish to take up or continue with the residential plan, we may waive any break fee.
 - c. These *Contact residential plan special terms and conditions* do not affect our additional [service fees](#), which may change from time to time in accordance with our [General terms and conditions for residential and business customers](#).
4. If you have broadband, the broadband pricing, including any applicable phone line and calling packages (excluding chargeable calls), will not change until the end of the Fixed Term.
5. A break fee of \$150 per installation control point (ICP) will apply if you end the plan during the Fixed Term. This includes where you want to change your residential plan during the Fixed Term. We may waive this fee at our sole discretion.

What do I need to know if I have broadband?

1. You must have at least your electricity with us to qualify for our broadband service.
2. If you remove your broadband service with us while on the Broadband Bundle plan, your residential plan will change to the closest equivalent residential plan available, or to another residential plan offered by us and accepted by you.
3. You can change your broadband and calling services at any time on the residential plan. Any change in service will be subject to the price applicable to that service at the time of your requested change.
4. The *Contact residential plan special terms and conditions* should be read along with our [General terms and conditions for residential and business customers](#) and our [Terms and Conditions for Residential Internet and Telephone Services](#). If there are any inconsistencies between the three, the *Contact residential plan special terms and conditions* will prevail.

Which residential plans have additional special terms?

The following terms and conditions are unique to specific plans and will apply in addition to, and will prevail over should there be inconsistencies with, the above applicable terms and conditions.

Basic plan special terms

1. In addition to the service combinations outlined in clause 1 of [“What do I need to know about my residential plan?”](#) section, the Basic plan is available for residential natural gas supply only.

Good Weekends plan special terms

1. To be eligible for the Good Weekends plan, you must have an eligible, and actively communicating, electricity smart meter.
2. While on this plan, you will receive free electricity usage between 9am and 5pm every Saturday and Sunday (the Free Period). Any relevant daily charge will still apply for the full day. For the avoidance of doubt, gas, broadband and other non-electricity usage charges still apply during that period.
3. Your use of our Free Period must not be unreasonable or overly excessive, or in other words it must be fair use. If your average Free Period usage per week exceeds 150kWh, which is around 7 times the average electricity used by our customers per week during the Free Period, your usage will not be considered fair use.
 - a. If your use is considered unreasonable or excessive, we may get in touch to request that you alter the nature of your usage to restore fair use.
 - b. If your unreasonable or excessive usage continues after a request to alter the nature of your usage, we reserve the right to move you to an alternative plan with no Free Period and/or charge you for any electricity which is unreasonable, or in excess of 150kWh per week during the Free Period, at the standard applicable rate.
4. There may be times when we need to estimate your electricity usage, for example where the meter fails to communicate actual read data or where you switch off the mains for a short period of time. Any estimates will be subsequently corrected with actual meter read data (where available).
5. We rely on your smart meter sending us actual read data every 30 minutes to be able to invoice you accurately. In situations where your smart meter fails to communicate actual read data persistently or for 3 or more continuous days, we may need to move you to another plan (at our sole discretion) to be able to invoice you. We will notify you should this occur.
6. You can switch between this plan and another Good Plan once per billing period. Any additional switch may be approved at our sole discretion.

Good Nights plan special terms

The following terms and conditions apply to customers with a Good Nights plan who signed up on or after 5 December 2024.

1. To be eligible for the Good Nights plan, you must have an eligible, and actively communicating, electricity smart meter. Customers who have installed, or are operating a distributed generation and/or solar system, are not eligible for this plan.
2. While on this plan, you will receive free electricity usage between 9pm and midnight, Monday to Friday (the Free Period). Any relevant daily charge will still apply for the full day. For the avoidance of doubt, gas, broadband and other non-electricity usage charges still apply during that period.
3. Your use of our Free Period must not be unreasonable or overly excessive, or in other words it must be fair use. If your average Free Period usage per week exceeds 200kWh, which is around 5 times the average electricity used by our customers per week during the Free Period, your usage will not be considered fair use.
 - a. If your use is considered unreasonable or excessive, we may get in touch to request that you alter the nature of your usage to restore fair use.

- b. If your unreasonable or excessive usage continues after a request to alter the nature of your usage, we reserve the right to move you to an alternative plan with no Free Period and/or charge you for any electricity usage which is unreasonable, or in excess of 200kWh per week during the Free Period, at the standard applicable rate.
4. There may be times when we need to estimate your electricity usage, for example where the meter fails to communicate actual read data or where you switch off the mains for a short period of time. Any estimates will be subsequently corrected with actual meter read data (where available).
5. We rely on your smart meter sending us actual read data every 30 minutes to be able to invoice you accurately. In situations where your smart meter fails to communicate actual read data persistently or for 3 or more continuous days, we may need to move you to another plan (at our sole discretion) to be able to invoice you. We will notify you should this occur.
6. You can switch between this plan and another Good Plan once per billing period. Any additional switch may be approved at our sole discretion.

Good Nights plan special terms

The following terms and conditions apply to customers with a Good Nights plan who signed up prior to 5 December 2024.

1. To be eligible for the Good Nights plan, you must have an eligible, and actively communicating, electricity smart meter.
2. While on this plan, you will receive free electricity usage between 9pm and midnight every night (the Free Period). Any relevant daily charge will still apply for the full day. For avoidance of doubt, gas, broadband and other non-electricity usage charges still apply during that period.
3. Your use of our Free Period must not be unreasonable or overly excessive, or in other words it must be fair use. If your average Free Period usage per week exceeds 200kWh, which is around 5 times the average electricity used by our customers per week during the Free Period, your usage will not be considered fair use. If your use is considered unreasonable or excessive, we may get in touch to request that you alter the nature of your usage to restore fair use.
4. If your unreasonable or excessive usage continues after a request to alter the nature of your usage, we reserve the right to move you to an alternative plan with no Free Period and/or charge you for any electricity usage which is unreasonable, or in excess of 200 kWh per week during the Free Period, at the standard applicable rate.
5. There may be times when we need to estimate your electricity usage, for example where the meter fails to communicate actual read data or where you switch off the mains for a short period of time. Any estimates will be subsequently corrected with actual meter read data (where available).
6. We rely on your smart meter sending us actual read data every 30 minutes to be able to invoice you accurately. In situations where your smart meter fails to communicate actual read data persistently or for 3 or more continuous days, we may need to move you to another plan (at our sole discretion) to be able to invoice you. We will notify you should this occur.
7. You can switch between this plan and another Good Plan once per billing period. Any additional switch may be approved at our sole discretion.

Good Charge plan special terms

1. To be eligible for the Good Charge plan, you must have an eligible, and actively communicating, electricity smart meter.
2. While on this plan, you will receive half price variable electricity usage rates between 9pm-7am every night, as compared to the day variable electricity usage rates of this plan. For the

avoidance of doubt the daily charge, gas, broadband and other non-electricity usage charges will be charged at the standard rate during that period.

3. There may be times when we need to estimate your electricity usage, for example where the meter fails to communicate actual read data or where you switch off the mains for a short period of time. Any estimates will be subsequently corrected with actual read data (where available).
4. We rely on your smart meter sending us actual read data every 30 minutes to be able to invoice you accurately. In situations where your smart meter fails to communicate actual read data persistently or for 3 or more continuous days, we may need to move you to another plan (at our sole discretion) to be able to invoice you. We will notify you should this occur.
5. You can switch between this plan and another Good Plan once per billing period. Any additional switch may be approved at our sole discretion.

Wireless Broadband special terms

1. In order to be eligible to use our Wireless Broadband services:
 - a. Your address must be in our network provider's Wireless Broadband coverage area; and
 - b. Your internet usage should not be more than the usage permitted by your chosen plan.
2. You may be requested to limit your use of our Wireless Broadband product (or limit your use on certain devices) if we consider you may exceed the usage permitted by your chosen plan.
3. Your use of our unlimited Wireless Broadband services must not be excessive and/or unreasonable, or in other words it must be fair use.
 - a. If your usage materially exceeds estimated use patterns (developed by reference to average customer profiles) or is likely to damage or negatively impact the operation of the network, your usage will not be considered fair use and we may request that you stop or alter the nature of your usage to restore fair use.
 - i. If your excessive or unreasonable usage continues after receipt of a request to stop or alter the nature of such usage, we may without further notice restrict, suspend or cancel your Wireless Broadband services.
4. Your wireless terminal is validated for your specific address and any change in location may result in your service being suspended or terminated.

Bach Plan special terms

1. The Bach plan is available for secondary residential properties, on where we supply:
 - a. electricity supply;
 - b. electricity and natural gas supply;
 - c. a combination of either clause 1(a) and 1(b) above with broadband; to your primary residential property. If you have electricity and natural gas with us at the same premises, then both must be on the same plan.
2. Low User and distributed generation options are not available with the Bach Plan.

Simplicity Bundle plan special terms

The following terms and conditions apply to customers with a Simplicity Bundle plan who signed up prior to 14 September 2023. New customers can no longer join the Simplicity Bundle plan after 14 September 2023.

1. The Simplicity Bundle plan is available for residential:
 - a. electricity and natural gas supply; or
 - b. electricity, natural gas, and broadband supply.
2. This plan is designed for customers who are moderate gas users using at least 2,000 kilowatt hours (kWh) per year. We may remove you from the Simplicity Bundle plan if we can see that

it is unlikely you will use at least 2,000 kWh per year. Should we remove you from the Simplicity Bundle plan in accordance with this clause 2, we will put you on the Basic plan.

Dream Charge plan special terms

The following terms and conditions apply to customers with a Dream Charge plan who signed up prior to 28 November 2023. New customers can no longer join the Dream Charge plan after 28 November 2023.

1. To be eligible for the Dream Charge plan, you must have an eligible, and actively communicating, electricity smart meter.
2. While on this plan, you will receive cheaper variable electricity usage rates between 11pm-7am every night, as compared to the day variable electricity usage rates of this plan. For avoidance of doubt the daily charge, gas, broadband and other non-electricity usage charges will be charged at the standard rate during that period.
3. There may be times when we need to estimate your electricity usage, for example where the meter fails to communicate actual read data or where you switch off the mains for a short period of time. Any estimates will be subsequently corrected with actual meter read data (where available).
4. We rely on your smart meter sending us actual read data every 30 minutes to be able to invoice you accurately. In situations where your smart meter fails to communicate actual read data persistently or for 3 or more continuous days, we may need to move you to another plan (at our sole discretion) to be able to invoice you. We will notify you should this occur.

What do I need to know if I have distributed generation?

Distributed Generation refers to a system that allows you to generate some or all of the electricity your home needs and export any excess generation back to the power network. The following terms apply if you are eligible and agree to be a distributed generation customer.

1. These special terms and conditions will only apply if each of the following criteria is met:
 - a. You agree to purchase imported electricity from Contact as a customer for periods where your electricity demand is greater than your generation equipment (or any electricity storage equipment) can supply to your home;
 - b. The supply of electricity to the property has commenced;
 - c. The generation equipment is located at the property to which the agreement relates;
 - d. You have a connection contract with your network operator and have made all necessary physical arrangements in order to connect the generation equipment to the network and supply electricity into the network;
 - e. The exported electricity is metered to an accuracy and reliability that is approved by Contact, with an export meter supplied and installed by Contact or Contact's agent;
 - f. The generation equipment and your operation of the generation equipment complies with any relevant standards and/or statutory or regulatory requirements; and
 - g. You apply to Contact to be a distributed generation customer, or you move into premises where the above criteria are met.

Applying to be a distributed generation customer

1. This clause applies where you, or your representative, apply to Contact to become a distributed generation customer.
2. By completing an application or authorising a third party to complete an application on your behalf, you undertake that:
 - a. You have obtained any necessary permissions to have generation equipment installed at the premises;

- b. You will arrange for all necessary electrical work to be completed in order for the distribution equipment to be installed; and
 - c. You acknowledge that you will be responsible for all charges associated with the wiring and installation of the generation equipment.
3. If you apply to become a distributed generation customer, and subsequently withdraw your application, a cancellation fee to the value of any costs Contact has incurred may apply where Contact has incurred any cost as a result of commencing the installation of any generation equipment.

Purchase of exported electricity

1. Contact will purchase exported electricity from you on the basis of these special terms and conditions.
2. Contact is not obliged to perform its obligations under these special terms and conditions if:
 - a. You breach any of your obligations under the General Terms or these special terms and conditions;
 - b. You no longer meet one or more of the criteria relating to when these special terms and conditions apply as set out above;
 - c. You materially breach your connection contract; or
 - d. In Contact's opinion, the generation equipment is being operated in a manner which is likely to cause damage or injury to any property or person.
3. The "ending our agreement with you" section of the General Terms also applies to these special terms and conditions.

Impact on imported electricity pricing plan

1. Not all imported electricity pricing plans are available with distributed generation. Your existing imported electricity pricing plan may need to be changed if it is not compatible with the generation equipment set-up at your premises. If this is the case, Contact will discuss this with you before altering your existing imported electricity pricing plan.

Meters

1. You are not entitled to payment for your exported electricity unless you have an export meter installed at your home.
2. If you do not have an export meter installed at your property, Contact will arrange for one to be installed. You may not install an export meter yourself. Contact will choose the appropriate export meter and charge you for the installation of that export meter.
3. For the avoidance of doubt, where these special terms and conditions apply, the defined term 'metering equipment' in the General Terms shall include export meters and all of the provisions of the General Terms relating to metering equipment shall apply to export meters. In particular, you:
 - a. Agree to protect the export meter on your home against interference, damage, loss and destruction. This may include weatherproofing the export meter at your expense;
 - b. Must notify Contact immediately if the export meter on your property is damaged, defective or otherwise appears unsafe. Contact may recover from you the cost of repairing or replacing any damaged export meter where the damage could have been prevented by you taking reasonable care. In these cases, Contact will advise you of the cost of repairing or replacing the export meter before undertaking the work. You should refer to the General Terms for the full terms and conditions applicable to metering equipment.
4. Where Contact provides a combined import/export smart meter reading solution to you, your readings for import and export will be taken remotely, or you may supply us with a reading where your meter is able to be read.

5. Where combined import/export smart meters are not offered:
 - a. Your meter may be read by our meter reader;
 - b. A reading may be taken where your export electricity meter is a smart meter and we have arranged for an automated reading service; or
 - c. You may be able to supply us with a reading.

Prices

1. You are entitled to the price per kilowatt-hour plus GST (if applicable) in the exported electricity pricing plan that applies to you for your exported electricity, which unless otherwise advised to you, will be our standard rate for exported electricity. If your generation equipment has an output capacity of greater than 10kW we may advise you on application of the applicable price. Contact will give you at least 30 days' notice of pricing changes for your exported electricity.

Billing and Payment

1. The sections of the General Terms relating to charges, billing and payment also apply, to the extent relevant and as modified by these special terms and conditions, in respect of your exported electricity.
2. Contact will create a tax invoice for your exported electricity, called a Buyer Created Tax Invoice, which will include GST if you are GST registered and have advised Contact of your GST number.
3. Unless you advise Contact of your GST number, Contact will treat you as not being GST registered.
4. Your bill for exported electricity will be combined with your bill for imported electricity. In this way, any credit amounts for electricity you export will be used to offset any charges for electricity that you import, or any debt you have with Contact. Your bill for exported electricity may not be combined with LPG, or with any other site, on the same bill. If you generate enough electricity where the price Contact pays you is more than your total imported electricity charges, your energy account will hold the difference as a credit. This credit may stay on your energy account to offset any future months where you export less electricity than you import, or you may request the credit is returned to you.
5. If your export meter has not been read for the period to be covered by a bill, Contact will make a reasonable estimate of the quantity of your exported electricity during that period. If the quantity of your exported electricity is based on an estimate, Contact will show this on your bill.
6. Each bill for your exported electricity will also show:
 - a. Your actual or estimated exported electricity during the billing period; and
 - b. The amount you are entitled to for that electricity under your exported electricity pricing plan.
7. In the event that it is not possible for Contact to determine the quantity of exported electricity due to a failure or inaccuracy in the metering equipment or export meter or in the event that you dispute Contact's calculation of the quantity of exported electricity, the quantity of exported electricity shall be Contact's reasonable estimate for the relevant period based on historical information and having regard to your previous export and import profiles.

Liability

1. Contact is not responsible for problems with the network or energy supply equipment which affects the generation equipment or your ability to send electricity into the network. If you have such problems, please contact your network operator.
2. You are responsible for the safe operation of the generation equipment and for any damage caused to the generation equipment or to any other property or person as a result of the

operation of the equipment (including, without limitation, for any voltage fluctuations or other matters concerning the quality of the electricity supply to your point of supply which may damage sensitive appliances or concerning the local supply on the network) and you indemnify Contact against any claims from the network operator or any other party affected by your non-compliance with these special terms and conditions.

Standard Fees and Charges

1. For the avoidance of doubt, these terms do not affect any other standard fees, charges or discounts, which may change, from time to time, in accordance with the General Terms.

Definitions

2. *Terms that appear in these special terms and conditions are either defined below, or have the meanings given to those terms in the General Terms.*
3. **“connection contract”** means a contract between you and a network operator, which permits you to connect the generation equipment to the network and send electricity from the generation equipment into the network;
4. **“exported electricity”** means the electricity you send into the network from the generation equipment;
5. **“exported electricity pricing plan”** means the relevant pricing plan for exported electricity that applies to you, as published or advised by Contact, which may change from time to time;
6. **“export meter”** means a meter to measure your exported electricity, which may be integrated with other metering equipment or may be a separate meter;
7. **“imported electricity”** means the electricity that you take from the network to supply your home with electricity;
8. **“imported electricity charges”** means the total charges for the electricity you take from the network;
9. **“imported electricity pricing plan”** means the relevant pricing plan for imported electricity that applies to you, as published or advised by Contact, which may change from time to time;
10. **“generation equipment”** means any equipment used to generate exported electricity; and
11. **“special terms and conditions”** means these special terms and conditions for distributed generation as may be amended from time to time.