Your connection with Contact

Contact Energy terms and conditions for residential and business customers effective 4 August 2026

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Introduction

Contact Energy's terms and conditions of supply detail our responsibilities as a supplier of energy and yours as a customer. Becoming or remaining a Contact customer means you agree to these terms and conditions.

These terms and conditions apply to the electricity and/*or gas* that *we* supply to *you*. Any other products or services we supply to you have their own terms and conditions. Where a term relates to just one *energy* type, we will make it clear in this agreement. These terms and conditions also apply to both residential and business premises and, as from 1 April 2025, replace any previous general terms and conditions we have with you.

Our agreement with you includes these terms and conditions; your *pricing plan(s)*; any terms and conditions relating to specific services, payment options and/or products you have with *us;* and any additional terms and conditions that we agree with you in writing. Together, these documents form a legally binding agreement between us.

Words in italics are explained at the end of this booklet.

Our website **contact.co.nz** is a good place to start if you want to find out about the parties involved in *your* energy supply or the New Zealand energy industry in general.

You can email questions though our website in the "Contact us" section or call us on **0800 80 9000** (residential customers) or **0800 20 9000** (business customers). Our address is listed on the back page if you would like to write to us.

Being our customer

Our agreement with you

For **residential and business electricity and natural gas** supply, our agreement with you is formed when we accept you as our customer and / or you first start using energy supplied by us. It will apply from the date of the following (whichever one is earlier and unless otherwise agreed):

- when we accept you as our customer
- when you first use energy supplied by us, or
- at a date determined by the relevant switching process regulations and rules.

Becoming our customer

Making an application

You can apply to become our customer in any area where we offer energy supply by:

- completing a customer application in writing or online, or
- communicating with us or an authorised agent working on our behalf.

Accepting your application

We may choose not to accept your application if:

- you fail to meet our payment, credit or other criteria (for example, not providing us with the information we need to set up your account), or
- you or someone occupying your premises has a debt owing to us or our agents from a previous account.

If you have a debt owing to us or our agents from a previous account, we may require immediate payment of that debt before accepting you as a customer.

We may require you to agree to any other arrangements or extra terms and conditions we consider necessary.

Joint customers on one account

One person must be responsible for an account, and we do not offer the ability for more than one customer to be the customer on each account. Where we have legacy joint customer accounts, our agreement applies to each of you individually, as well as together. This means, for example, that we can require any one of you to pay our entire invoice.

Becoming our customer before using energy supplied by us

If our supply of energy to you has not commenced at the time you become our customer, we will endeavour to commence supply as soon as possible or at a time agreed between you and us.

Switching to us from another energy supplier

Where you are the existing customer at the premises and you wish to switch to us from another energy supplier, you will need to contact us to become our customer, and you agree that we will:

- arrange to end your current agreements with your existing energy supplier and, if applicable, network operator
- do all things necessary to arrange supply to your premises as soon as possible, including authorising the existing supplier to release any information held about the supply of energy to your premises, and
- use the existing supplier's final meter reading (which may have been estimated) for our initial invoice.

If your current energy supplier has disconnected your supply and not reconnected it, you will need to contact them to have the energy supply reconnected before we can accept the switch.

We will comply with any relevant industry switching requirements (including your right and our right to cancel a switch).

Moving premises

Moving out of your old premises

If you are moving out of your premises, you need to give us at least 3 *business days'* notice of your move to let us complete a final meter reading at your old premises (a charge may apply). At our discretion, we may estimate the final meter reading or may rely on a reading provided by you.

You also need to tell us your new *address* and confirm your contact details so we can send you a final invoice for your old premises and, if you wish, arrange supply at your new premises.

If we supply you at your new premises, our agreement with you will continue to apply, and we may add any unpaid invoices you have with us from your old premises to your invoices for your new premises.

Moving into your new premises

Where you move into premises and you wish to become or remain our customer, you need to contact us to do so. We will use the existing supplier's (which may already be us) final meter reading (which may be based on an actual or estimated meter reading) for the initial meter reading at your new premises.

If there is a disagreement about the initial reading, we may undertake and charge for an actual initial reading. We will discuss this with you before we undertake an actual reading.

If the energy supply at your new premises needs to be reconnected, you will need to contact us to discuss how to do this. We may be able to arrange for a reconnection, in which

case a fee may apply, or you may need to contact the previous supplier of the premises to arrange a reconnection.

If you don't contact us and become our customer and we are the existing energy supplier at your new premises, the energy supply may be disconnected. We may also charge for other costs (for example, a disconnection fee), the cost of any energy used and any other costs we incur as a result of you using energy at or occupying or owning the premises.

Non-occupying customers

Usually, you can be our customer for premises even if you are not the occupier (for example, if you are the landlord or a relative that has agreed to be the customer and pay for energy and/or other services). As our customer, you are bound by these terms and conditions. There may be some products or services that we provide that can only be used by you when you are our customer and are also occupying the premises that we supply. Where this is the case, we will let you know.

Authorised persons

Authorised persons

You may contact us to appoint an authorised person to make decisions for you in relation to your account with us. An authorised person can do most things with your account. However, they cannot do some things, for example, opening or closing an account in your name.

If you believe that you may have difficulties with your payments or with communicating with us, or to help with language support, please check out our Consumer Care policy (https://contact.co.nz/support/care). There is useful information on additional contacts you can list to help support you.

Authority of authorised persons

Where you have appointed an authorised person, you:

- confirm they have agreed to be an authorised person and they may be contacted by us in that capacity, and
- agree they may provide us with information about you and we may disclose information about you to them.

Your responsibility as our customer

You are still responsible as our customer for complying with these terms and conditions, even if you have appointed an authorised person.

Bonds

Paying a bond

We may, at any time, require you to pay one or more bonds. If we require a bond, we will tell you why. A bond may be in the form of a cash payment, a guarantee or any other type of security we decide is necessary. You can read more about bonds under 'Service fees' on our website. A bond may be required if you:

- do not maintain a satisfactory payment record with us
- are unable to establish a satisfactory credit record, or
- have had your supply disconnected and have applied to be reconnected.

If we require a bond, we may:

- require you to pay it to us immediately, or
- charge the bond on your next invoice, in which case, you must pay it by the due date given on that invoice.

Any bond will be held by us in a separate account and will not accrue interest.

Repaying your bond

We will repay your bond within 1 month of you ceasing to be our customer, provided all outstanding amounts owed to us have been paid. If you have outstanding amounts owed to us, we may elect to repay your bond, at our sole discretion, less any outstanding amounts you owe us. In either case and at our sole discretion, we will either credit your account with us or refund you directly.

We may repay your bond if you meet all your obligations in relation to your account for at least 12 months and you now meet our credit criteria for not requiring a bond.

We may keep your bond for longer than 12 months if you do not maintain a satisfactory payment record with us or if you do not meet our credit criteria for not requiring a bond.

Medically dependent consumers

Medically dependent consumer

If you are or believe you are a *medically dependent consumer*, you will need to either:

- provide us with a completed Notice of Potential Medically Dependent Consumer Status Form, which your health practitioner can give you or you can use the Contact medical dependency form, or forms provided by the Electricity Authority or Gas Industry Company.
- consent to your registered medical practitioner speaking to us about your medical dependency.

If you are confirmed as a medically dependent consumer, we will comply with the requirements of the Electricity Authority's obligations relating to medically dependent consumers as outlined in the Electricity Authority Consumer Care Obligations and Gas Industry Company Consumer Care Guidelines.

If you are a medically dependent consumer, you must maintain a back-up power supply or any other emergency arrangements that will ensure your health and safety in the case of an interruption to your energy supply. Energy supply may be interrupted at any time without warning.

Information and privacy

Information we need from you

We need some information from you so we can supply you with energy and services. You need to make sure that any information you give us is correct and up to date and that you let us know if anything changes.

Information we collect from you

We may collect your personal information in a number of ways when you ask for or use our products or services; for example via feedback you've given us (including social media posts, live chats and blog posts), promotions, customer surveys, information that we've gathered through cookies, emails, texts, recording of customer service interactions, credit control, other telephone calls, sales or via any other communications we may have with you.

We may record any communications we have with you, or any person authorised by you in order to:

- maintain accurate records of our dealings with you
- confirm our contractual commitments to each other, and
- help resolve any disputes between us.

We may also use recordings to train our employees and authorised agents and/or to monitor the level of service they are providing.

Information we need from third parties

For the purposes listed below, we may obtain information about you and your energy supply (including historic meter reading information) from any third parties before you become our customer and at any point while you are our customer. This may include credit checking or reporting agencies and government agencies.

If you notify us that you may be medically dependent customer, you authorise us to collect and disclose any relevant information from or to any health practitioner, Work and Income or other social agency so that we can verify and assess whether or not you are medically dependent customer.

Storing your personal information

We will keep your information secure and, for individuals, will hold your personal information in accordance with the Privacy Act 2020.

We will take all reasonable steps to ensure that all personal information we collect, disclose or use is stored in a secure environment that is only accessed by authorised personnel for legitimate business purposes.

Using your information

You authorise us to use, disclose and match any information about you and your energy supply for the following purposes, including:

- for any purpose authorised by you, including communicating with authorised persons to confirm your identity
- to supply energy and any other products or services you have asked for
- to administer your account (including invoicing you, sending notices or communicating with you)
- to help improve our customer service, including monitoring and following up questions and complaints to help develop and/or improve products and services
- to inform or contact you about our products, brands, special offers, publications and other promotions we think you may be interested in (including via email or other electronic communications)
- providing you with recommendations and offers (including personalised recommendations and offers) in relation to Contacts's products or services, other products or services offered by our commercial partners, and other marketing related purposes
- to conduct market research, including to disclose to a market research organisation for the purpose of contacting you or conducting market research on our behalf
- to meet the requirements of these terms and conditions, the law, industry rules and codes of practice
- to meet the requirements of the network operator
- to disclose to our related companies, as defined in the Companies Act 1993

- for credit checking, credit reporting or debt collection, which may involve disclosure to a credit reporting agency. This information may be used by the credit reporting agency to update and maintain credit information files and may, in turn, be accessed by its customers
- to avoid prejudice to the maintenance of the law by any public sector agency, including the prevention, detection, investigation, prosecution and punishment of offences
- to verify your credit and payment history with your previous energy supplier
- to disclose to the network operator or *meter owner* for the purpose of installing, maintaining or operating the *network* or *metering equipment* or communicating with you
- to disclose to the network operator and/or entity that owns the network to allow them to pass on rebates or discounts to you, or otherwise to communicate with you
- for the purposes of carrying out our responsibilities under the Consumer Care Obligations published by the Electricity Authority and the Gas Industry Company Consumer Care Guidelines, or to assist you, including verifying your status as a medically dependent consumer or discussing your account with appropriate government entities, lines companies, private health practitioners or any other social agency or budget advisor, as we consider reasonably necessary, and
- to disclose to the Electricity Authority, the Gas Industry Company, the Commerce Commission, Utilities Disputes, or any other government agency or regulatory body, industry body or complaints scheme.

In addition, there may be occasions where we disclose your information in other ways that are in accordance with the Privacy Act 2020.

More information about how we comply with the Privacy Act 2020 is published in our privacy policy, available on our website.

Right to access your information and change it

At any time you may ask to inspect, update or correct your personal information that we may hold about you. We will provide you with access to your information where it is stored in such a way that it can be readily retrieved.

Passwords

You are responsible for keeping safe any passwords you have for accessing your account. You should ensure that you only share your password with authorised people on your account.

Energy supply

Our supply of energy to you will comply with all legal requirements. For residential supply, this includes the requirements of the Consumer Guarantees Act 1993.

The supply of energy to you may not be continuous and uninterrupted. We do not guarantee the continuous supply of energy to your premises.

Protecting your electrical equipment

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

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

We will comply with our obligations under the Consumer Guarantees Act 1993, however, other than this we take no responsibility for any loss or damage caused to equipment, property or appliances, including loss of data, arising from surges or spikes.

Safety

For your safety and the safety of those around you:

- dial 111 in an emergency
- call us immediately on **0800 80 9000** for residential customers or **0800 20 9000** for business customers if you think there is a gas leak or a possibility that our energy supply could endanger people or property
- do not interfere with pipes or wires that supply energy to your premises
- make sure only qualified people perform maintenance or repairs on energy equipment or appliances at your premises
- only turn off your gas supply at the service valve near the meter if you suspect a leak or if you are instructed to do so by authorities. To turn it off, turn the valve handle to a position at right angles to the service pipe. You may need a spanner to do this. If you turn off the gas supply, we recommend arranging for a certified gasfitter to turn it back on. This will make sure gas is safely restored to your gas installation and appliances, including relighting pilot lights
- contact us before demolishing or removing any buildings connected to or containing *energy supply equipment*, and

- contact us if you become aware of a hazardous situation relating to your energy supply or energy supply equipment (for example, a gas leak).

Access

Accessing your premises

You must provide us, and the network operator with safe, unobstructed and easy access to your premises so we can:

- read any meter on your premises
- connect, disconnect, restrict, limit or remove any limit or restriction on your energy supply
- install, remove, inspect, test, operate, maintain, service, upgrade, repair or replace energy supply equipment
- investigate or remedy any matter concerning the quality of energy supply or compliance with your responsibilities under these terms and conditions
- protect or prevent danger or damage to people or property
- trim trees and other vegetation where the network operator is required or entitled to do so under these terms and conditions or any law or to maintain public safety and the operational integrity of the network, and
- enforce these terms and conditions and comply with the law.

You may be required to turn off the energy at your premises to enable access for these purposes.

We may do whatever is reasonably necessary to gain access to your premises for these purposes. This right continues until you have met all your obligations under these terms and conditions, and for up to 6 months for the network operator after you stop being our customer.

You must pay for all costs incurred by us in obtaining or attempting to obtain access to your premises for authorised purposes, including legal, locksmith and security agency costs.

Safe access

Access to your premises must be safe and free of hazards and obstructions (for example, open manholes, barbed wire or rotten decks). You must let us know about any health and safety requirements or issues and provide us with any equipment that is necessary to ensure the health and safety of our representative on your premises.

Any dog or other animal that may put us at risk must be controlled when we visit. You may be prosecuted if any dog or animal threatens or attacks us or if you threaten, assault or harass us. You will be liable for all costs, loss or damage incurred by us arising out of your unsafe premises or any

threats or attacks made by you, anyone on your premises, or your dog or other animals.

Access hours

Unless we agree otherwise, we will normally access your premises during the following times:

- Meter reading services – Monday to Saturday, 7am-7pm or within the hours of daylight
- Electrical metering services – Monday to Friday, 8am-5pm
- Gas metering services – Monday to Friday, 8am-6pm

Notice of access

Except in routine situations (for example, to read or inspect metering equipment) or emergency situations, before accessing your property, we will give you written notice of when we will be accessing your premises and the reasons why we require access.

Where we own the metering equipment on your premises or we are given sufficient prior notice from a third party that owns energy supply equipment on your premises, the notice we provide to you will be given:

- at least 10 business days prior to entry if we are accessing your premises to undertake construction, upgrade, repair or maintenance work, or
- within a reasonable timeframe where we are accessing your premises for any other reasons.

Where a third party who owns energy supply equipment on your premises does not give us prior notice, we will not be able to give you any notice before they access your premises.

Immediate access to your premises

In some circumstances, you will need to give us immediate access to your premises, including if we need to:

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

Our responsibilities when accessing your premises

When accessing your premises, we will:

- take reasonable steps to minimise any direct impact on your premises and any inconvenience to you
- take reasonable steps to comply with any reasonable requests you make

- carry identification and present it if you ask to see it
- identify ourselves before starting work, and
- act courteously, considerately and professionally at all times.

Keys and security codes

You need to provide us with a key and/or security system code or arrange access to your energy supply equipment if any of it is located behind locked doors or gates.

If we hold a key to your premises that was supplied by a previous customer or landlord, we will ask your permission to use it. If you say no, you will need to make alternative arrangements with us for access. However, if we hold a key that is used to access meters in a common area (for example, an apartment block meter room), we will continue to use the key to access that area, but will not enter your private premises.

We will keep all keys and security codes you give us secure and only use them to fulfil our rights and obligations under these terms and conditions. We will only return your key to you or your authorised person if you are still our customer at the premises. If we no longer need your key to access the energy supply equipment, we will destroy it securely (we will let you know before we do this), or if you are still our customer at the premises and you request it, we will return the key to you.

Meters and meter readings

Metering equipment and installation

Unless agreed otherwise (see **Unmetered supply**), you must have metering equipment at your premises to record all of your energy usage and/or to control appliances, as required by the network operator and your pricing plan. We may own the metering equipment, or it may be owned by a third-party meter owner with whom we have an agreement.

If you ask for a pricing plan (where available) that requires different metering equipment, we will arrange for the metering equipment to be changed. We will let you know of any charges before we start the work.

In some cases, we may not be able to install metering equipment at your premises because:

- the electricity or gas installation does not comply with legal requirements or the network operator's network connection standards, or

- the metering equipment, when installed, represents a safety hazard.

In these situations, you may need to fix or remedy any non-compliance or repair any non-compliant equipment or safety hazard at your cost before the metering equipment is installed. This may include any repairs or upgrades to the meter board. We may also require you to provide evidence of certification or compliance for your electrical or gas installation.

You are responsible for identifying and letting us know about all of the meters used in the supply of energy to your premises.

Reading your meter

We will read your meter regularly (at least four times a year) provided that you give us access to your premises during normal meter reading service hours. If you do not provide us with access during normal meter reading service hours, we may charge you for reading your meter.

We will usually read any gas meter on a monthly basis where your actual or expected gas annual usage is greater than 250 gigajoules.

If you don't provide us with access to read a meter or we are unable to read the meter for any reason, we may estimate the amount of energy supplied and send you an invoice based on this estimate.

You may provide us with a meter reading over the phone, via email, or by other electronic means we may make available for an initial reading, a final reading or if your invoice is based on an estimated amount. If you have a Time of Use meter, you are unable to provide us with your own reading.

We may accept or reject your reading at our discretion. For example, we will reject your reading if it is inconsistent with our records or with the existing supplier's final meter reading (for an initial read).

If you provide us with a valid reading that we accept, we will send you a new invoice based on that reading. If we reject your reading (for example, if it is inconsistent with our records or with the existing supplier's final meter read for an initial reading), we may undertake and charge for an actual meter reading.

Time of Use (TOU) metering and data collection

We may arrange for a TOU meter to be installed at your premises, if required by our energy supply agreement or regulation.

If you have a TOU meter at your premises, we will endeavour to establish remote communication to obtain TOU data from the meter on a daily or monthly basis. A TOU meter records metered volume in half hourly or hourly intervals. If we have a problem communicating remotely, we may install an aerial at your premises. We will discuss other options with you if an aerial does not overcome the communication issues. This may include the need to access your premises on a regular basis to download TOU data from the meter manually. We may charge you for the additional costs.

If we have problems with obtaining validated TOU data for any month or part month, we may need access to read the TOU meter manually or estimate the amount of energy supplied to you. If an estimate is required, we will comply with the standard industry practice for estimating missing or inaccurate metering data.

Smart meters

We may, at any time, replace the meter on your premises with a *smart meter* or install a remote meter reading device on your existing meter.

We may install an aerial if there is a problem communicating remotely with the smart meter. We will discuss other options with you if installing an aerial does not overcome the communication issues.

If we have installed a smart meter at your premises, we generally will not need access to read your meter. However, if we are unable to communicate remotely with the meter, we may still need to read the smart meter manually or estimate the amount of energy supplied to you. We will also still access your premises for the reasons outlined in the **Access** section, even if you have a smart meter installed.

If we need to install a smart meter because of an access issue, we may charge you for the installation. We will let you know of any charges before we start the work, along with any ongoing changes to your pricing plan(s). We may charge you if you ask for a manual reading to be taken from a smart meter.

Metering data

You agree that we own all metering data and any other data collected by the meter.

We may:

- receive, collect and store metering data relating to you and your premises, and
- use metering data for the purposes outlined in the **Information and privacy** section.

Meter testing and replacement

We or the meter owner may, from time to time, repair, test, check, change, replace, downgrade or upgrade the metering equipment at your premises as part of routine inspections, replacement programmes or to reflect changes in your energy supply requirements. You may also request that the metering equipment be tested if you believe it is faulty or unsafe.

If a change of meter is required because of a change in your energy supply requirements, we may charge you for the cost of the alteration. We will let you know of any charges before we carry out the work.

If testing reveals the metering equipment is not measuring or operating within accepted industry standards and the fault was not caused or contributed to by you, we will:

- replace or repair it
- meet the cost of the testing, and
- debit or credit your account with the value of our reasonable assessment of the error in previous charges from us.

If you ask for a meter test and the metering equipment is found to be measuring and operating within accepted industry standards, we may charge you for the cost of the test. We will let you know the cost before undertaking the test.

Tampering with the meter

Tampering with or bypassing metering equipment is dangerous, and energy theft is a criminal offence. You must take all reasonable steps to make sure no one tampers or interferes with the metering equipment or interferes with any smart meter in a way that prevents or restricts us from communicating with the device or recording metering data.

You need to let us know immediately if you:

- suspect the metering equipment has been tampered with, is faulty or the metering equipment seals have been broken, or
- become aware that there may be a problem with the metering equipment (for example, if your invoice is unusually low or the meter appears to have stopped).

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

- the metering equipment has been tampered or interfered with or bypassed
- you take advantage of metering equipment that is inaccurate or not operating correctly, or
- you cause or allow someone else to cause any other loss or damage to us, the network operator or meter owner.

If any of these situations occur, we may:

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

Unmetered supply

If we have agreed to provide you with an unmetered supply (for example, for builders' temporary supplies or street lighting), we will estimate your electricity use based on either:

- a daily average consumption amount that reflects typical usage for similar unmetered sites, or
- the wattage of installed fittings multiplied by the estimated or actual hours of usage.

You must tell us if your load or circumstances change.

We may withdraw our unmetered supply if your installation exceeds industry guidelines for the duration or consumption of unmetered supply. In this case, you will need to move to a metered supply.

Fees and charges

Responsibility for fees and charges

You will be responsible for all charges from the date determined by the relevant switching process regulations and rules or the date that you first use energy supplied or services provided by us.

Our fees and charges

We will charge you for energy supply and any other services we provide to you at the rates set out in our pricing plans or other applicable terms and conditions. These fees and charges may change from time to time. Our energy charges for the energy you have used will be based, at our discretion, on an actual or estimated meter reading or a reading provided by you. You can read more about fees and charges under 'Service fees' on our website, and you can contact us for an explanation of how we calculate estimated invoices.

We may also charge you for any services performed on your premises requested by you or a third-party contractor working on your behalf (for example, a builder, electrician or arborist).

Unless we agree otherwise in writing, if you have a TOU meter you will be charged TOU default tariffs. TOU default tariffs are based on market conditions and are subject to change without notice. You generally have a TOU meter at your premises if you are a commercial or industrial customer.

Additional fees

We will give you reasonable notice if circumstances arise or are likely to arise that may result in an additional fee, and we will let you know the amount of the fee and the reason for it. We will also let you know if there is something you can do to avoid incurring the fee. If you ask for a product or service that involves an additional cost, we will tell you the amount (where that cost is known) or provide an estimate of that cost.

Adjusting your pricing plan

We may adjust your pricing plan if, for any reason, the information we relied on to set it is incorrect or needs to be amended. We may also change your pricing plan or migrate you to a different pricing plan from your current pricing plan. We will let you know if this happens.

If our fees and charges change during an invoicing cycle, we may average out the energy used over the period to determine a daily average usage and then charge your usage at the different rates.

Your invoice

Unless we agree or tell you otherwise in writing, we plan to send you an invoice every month. Your invoice will itemise (where applicable):

- the quantity and cost of energy supplied or estimated to be supplied
- any fees and charges
- any taxes and levies
- any charges for other products or services you have asked us to provide, and
- any penalties or other charges additional to our usual fees on your invoice.

The invoice will clearly show the due date for payment and will state whether the energy charges are based on an actual or estimated reading. It will also show the Installation Control Point (ICP) identifiers relating to each energy supply covered by the invoice. It may not show the name of the local network operator. The amounts payable may be rounded.

Please get in touch if you would like to know who your local network operator is.

For natural gas, the conversion of metered volume to standard volume complies with NZS 5259 Gas Measurement. For the conversion of standard natural gas volume to energy, we use information provided by the transmission system owner.

Paying your invoice

You must pay all our fees and charges as shown on your invoice in full and by the due date shown on your invoice. This includes invoices based on an estimate or actual reading and includes any rounded amount. You may not deduct or set off any amount from that shown on the invoice. You remain obliged to pay all of our fees and charges, even after you have ceased to be supplied by us or otherwise are no longer our customer.

Details of payment discounts and other offers available, if any, are available on our website, or by calling our call centre. In order to be eligible for any of these, you will need to comply with the terms and conditions of the relevant discount or offer.

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

Payment methods

You can pay your invoice in a number of ways. Some payment methods may not be available for certain products, services or customers. Contact us or visit our website to find out more.

Problems paying your invoice

If you can't pay your invoice in full and by the due date, you need to let us know immediately so we can discuss payment arrangements. If you continue to have problems making payments, we may need you to change to a different payment method or meter option. Not paying your invoices may affect your eligibility to receive other products from us.

If you fail to pay any of our fees and charges, we may register your payment default with a credit reporting agency.

Payment arrangements

If we have agreed a payment arrangement with you, you must keep to the terms and conditions of that arrangement. If you don't honour that arrangement, we may disconnect your supply.

Late invoices

You must let us know immediately if you do not receive regular invoices from us. You will still be responsible for all fees and charges during the period covered by the late invoice.

If you are not responsible for the invoice being late and if the invoice is sent more than 2 months after the end of the period it covers, we may negotiate an appropriate discount and payment period with you.

If you are a business customer, you will be liable for all fees and charges, regardless of whether your invoice is late or not.

No interest is payable on late invoices.

Incorrect invoices

If we have made an error with our invoice (irrespective of the cause) and undercharged you or we have failed to invoice you at all, we will issue or adjust the relevant invoices, and our normal payment terms will apply (subject to adjustment as noted under Late invoices). Any amounts you are required to pay will take into account whether you have contributed to the error or could reasonably have been expected to know about it.

If we have made an error with our invoice (irrespective of the cause) and overcharged you, we will promptly credit any overcharged amounts. This does not apply where your invoice is based on an estimate of your energy use, as an adjustment will be made in a following invoice based on an actual meter reading.

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

Disputed invoices

If you dispute any amount shown on your invoice, you must let us know immediately. You will need to tell us the amount in dispute and why you are disputing it. We will investigate the disputed amount as quickly as possible.

When you are disputing part of an invoice, you still need to pay all other amounts not in dispute. We will not disconnect your energy supply if you have not paid amounts that are genuinely in dispute and we are aware of this. However, we may disconnect your supply if you do not pay undisputed amounts.

You may need to pay interest on disputed unpaid amounts that are correct if you are a business customer.

Seasonal load charges

If your energy supply is for a seasonal load and it becomes apparent to us or the network operator that you arranged for a disconnection of your energy supply or terminated your agreement with us to avoid off-season fixed daily charges, you will be required to pay us for:

- any fixed charges or disconnection costs that we have incurred in relation to your energy supply during the off season period, and
- any reconnection fee (if relevant).

Debt collection costs

You must pay us or our debt collection agency any costs incurred in recovering all fees and charges you are required to pay under our agreement with you. This includes collection costs, revenue costs, legal fees, administration fees and/or other costs related to late or non-payment. This obligation continues after you have ceased to be supplied by us or otherwise are no longer our customer.

GST, levies and taxes

We will add GST, levies and taxes (at the applicable rates) to our fees and charges. Our fees and charges may be expressed as GST inclusive or GST exclusive.

Disconnection

Disconnecting your energy supply

You need to tell us if you want us to disconnect your energy supply. If you don't, you'll still need to pay our fees and charges for as long as the premises remain connected to the network, even if you no longer occupy the premises.

You need to give us at least 5 business days' notice to temporarily or permanently disconnect your energy supply on a specific date.

Charges may continue until the disconnection process has been completed. If the premises have been temporarily disconnected, you will need to continue to pay for any fixed daily charges.

If you are dealing directly with your network operator to disconnect your energy supply, they will let you know the minimum notice period and any charges that apply.

We may charge you a disconnection fee and additional costs may be incurred when we or the network operator disconnect your supply (including for each unsuccessful attempt to disconnect you where you do not give us reasonable access to your premises or meter). These costs will be charged to you. You can read more about fees and charges under 'Service fees' on our website.

Disconnection by us for non-payment

We may disconnect the energy supply to your premises if you fail to pay any fees and charges (including any bond) invoiced by us in full and by the due date. Where you have different premises jointly or collectively billed, we may opt to disconnect the energy supply for non-payment at any of these premises.

We will only disconnect you if you fail to pay an estimated invoice if we believe it is fair and reasonable to do so in the circumstances.

Disconnection or restriction for other reasons

We or the network operator may disconnect or restrict your energy supply with or without notice for safety reasons or where we or the network operator needs to protect people or premises (an **emergency disconnection**).

We may also disconnect or restrict your energy supply at your request (as described above at 'Disconnecting your energy supply').

We may also disconnect or restrict your energy supply if:

- you cease to be our customer
- you have tampered with or damaged energy supply equipment
- there is clear evidence of energy theft or other related illegal activity
- any energy supply equipment on your premises does not comply with legal requirements or the network operator's network connection standards
- on two or more occasions, whether consecutive or separate, you deny us reasonable access to your premises or if we consider that access is not safe or unobstructed
- you threaten, assault or harass any of our staff, agents or contractors
- you have substantial unpaid invoices on accounts you hold with us at any other premises
- we consider your electricity or gas installation to be unsafe
- you do not meet your obligations in relation to energy supply equipment
- an event occurs affecting energy supply or transmission where we need to reduce supply and you don't stop taking energy from the network when we ask you to, or
- you fail to meet any other obligations set out in these terms and conditions.

The network operator may disconnect or restrict your energy supply if:

- it is asked to do so by us
- you fail to meet your responsibilities relating to the network operator's requirements as set out in these terms and conditions
- you breach any of these terms and conditions that require you to give the network operator or meter owner access to your premises and the breach is material or persistent (in these situations, the network operator may also reclaim any energy supply equipment it owns on your premises)

- the network operator considers your electricity or gas installation to be unsafe or disconnection is necessary to avoid endangering any person or premises
- you have a separate agreement with the network operator and you breach that agreement
- you take energy directly from the network while having no agreement with the network
- circumstances exist or events occur that may adversely affect the proper working of the network or transmission system
- our agreement with the network operator is affected by default or insolvency or is terminated for any reason, or
- an event occurs affecting energy supply or transmission where we need to reduce supply and you don't stop taking energy from the network when we ask you to.

If you have committed a breach of our agreement with you that can be resolved, we will give you reasonable notice of what you need to do to avoid disconnection or restriction of our energy supply.

If your energy supply is disconnected or restricted, you must still pay us any amount outstanding on your account, including any disconnection fees and other charges.

Where you have an agreement with the network operator and they disconnect you for any reason, you will still need to pay our fixed daily charges.

The network operator will only disconnect your electricity supply permanently if it is entitled to do so in accordance with the Electricity Industry Act 2010.

Warning of disconnection

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

- at least 7 business days' notice of warning of disconnection, and
- a final warning no less than 24 hours and no more than 7 days before disconnecting you (the final warning will specify these timeframes).

We will take reasonable steps to make sure you receive our final warning. If we are unable to disconnect your energy supply within the timeframe we've given, we'll send you a further final warning before actually disconnecting your energy supply.

The final disconnection warning we send you will include:

- the address of the premises to be disconnected

- how you may be able to avoid disconnection of your energy supply (if applicable)
- the timeframe for disconnecting your energy supply
- any applicable costs or charges to reconnect your energy supply, and
- our complaints resolution process.

If you are a residential customer (except in the case of requested, agreed or emergency disconnections), we will only disconnect your energy supply on a business day, excluding Fridays and the day prior to a public holiday. If you are a business customer, we may disconnect your energy supply on any day.

If you dispute the reason for disconnection, you must let us know immediately outlining the details of your dispute. We will investigate your dispute as quickly as possible and (except in the case of emergency disconnections) disconnection may be delayed (at our reasonable discretion) while we investigate. If you disagree with the outcome of an investigation, you may make a complaint as outlined in the "Complaints" section below.

Restricting or limiting your energy supply

We or the network operator may choose to restrict or limit your energy supply instead of or before disconnection. We can do this in any of the situations where we have the right to disconnect your energy supply. We will give you reasonable notice before restricting or limiting your energy supply.

If your energy usage exceeds the limitation or restriction that we have placed on your energy supply:

- you will need to change your energy use immediately (including by turning off electrical appliances) to be able to continue using energy supplied by us
- self-disconnection may occur, in which case, you will need to follow the instructions on our notification letter or call us to self-reconnect, and
- we may fully disconnect your energy supply, in which case, we would follow the notice requirements outlined in the **Warning of disconnection** section.

Getting reconnected or removing a restriction or limitation

You must contact us if you want to reconnect or remove any restriction or limitation on your energy supply after it has been disconnected, restricted or limited.

If you meet our reasonable requirements for reconnection, we will restore your supply as soon as practicable. These requirements include you:

- being present at the time of reconnection or accepting responsibility for the safety of the premises where you cannot be present
- paying the total amount outstanding on your account, including any disconnection fees and additional fees incurred during the disconnection process if applicable
- paying any fees if applicable for restricting or limiting your energy supply or removing such restrictions or limitations
- paying a reconnection fee if applicable (including for each unsuccessful attempt where you do not give us reasonable access to your premises or metering equipment)
- paying any charges that have accumulated in relation to your premises since your energy supply was disconnected, restricted or limited
- paying a bond (or an increased bond)
- providing, to our satisfaction, ongoing access to your premises so we can fulfil our obligations under these terms and conditions, and
- agreeing to any reasonable extra terms and conditions we consider necessary.

You are also responsible for making sure all appliances at your premises are switched off at the time of reconnection.

Ending our agreement with you

For **residential and business electricity and natural gas**, unless stated otherwise, our agreement with you will come to an end when you have stopped receiving all energy supply and services from us and met all your obligations under these terms and conditions.

Some of your obligations under these terms and conditions will continue to apply after we have stopped supplying you with energy, for example:

- terms relating to the payment of outstanding account balances will continue to apply until the balances have been paid, and
- we may access your premises to continue to read your meter or remove energy supply equipment owned by us, the meter owner or the network operator.

We may also end our agreement with you if the information that we relied on when accepting you as our customer was incorrect.

Closing an account with us

For **residential and business electricity and natural gas**, if you want to close an account with us, you must give us at least 3 business days' notice and let us know your forwarding address. Subject to you meeting all the requirements under these terms and conditions, if you give us at least 3 business days' notice of closure, you will stop incurring our charges for these premises:

- on the date you have told us that you are moving out, or
- on the next business day if the date you give is a non-business day.

If you give us less than 3 business days' notice of closure, you may remain liable for our fees and charges for the extra period of time until we have completed a final meter read.

For the avoidance of doubt, this does not apply to customers on fixed term plans or on special terms which cannot be terminated prior to the expiry of any agreed term.

At our discretion, for calculating your final invoice, we may require a final meter reading, estimate the final meter reading or rely on a reading provided by you.

If we have not been able to read your meter, you will stop incurring our charges on the business day after we have been able to obtain a reading or after we decide to use an estimated reading for your final invoice or rely on a reading provided by you. We may send you an amended final invoice later if the meter reading we relied on to calculate the final invoice was incorrect.

If you do not give us notice of closure, you will be responsible for paying for any energy used and other charges incurred while the premises remain connected to the network. This applies even if you no longer occupy the premises. You remain liable until:

- a new customer has notified us that they have taken over responsibility for energy supply at the premises, or
- the date when the premises are disconnected.

You remain liable as long as you remain the account holder at the premises under the terms of this agreement. If you live in a group situation (for example, flatting) and your name is on the account, you need to let us know if you are moving out so we can end our agreement with you. Please make sure you do this even if others will be remaining at the premises.

Upon closing an account, you agree that we may add any of your unpaid invoices with us from that account to an account for other premises that we supply or the account for your new premises.

Any termination of this agreement will be without prejudice to any rights you or we accrued prior to or in connection with such termination.

Switching from us to another energy supplier

Where you are switching to another energy supplier, we will process the switch in accordance with the industry switching requirements.

Stopping one type of energy supply

Under these terms and conditions, you may stop the supply of one energy type and continue to receive other energy types from us.

General

Complaints

If you have a complaint about our supply of energy to you or any other service we provide, please contact our free internal complaints service in the first instance.

Email: through the website using the "Contact us" section
Phone: 0800 80 9000 for residential customers
0800 20 9000 for business customers
Post: Contact Energy Limited, PO Box 624, Wellington 6140

We will try to resolve your complaint straight away and will acknowledge your complaint within 2 business days of receiving it. If we can't resolve it straight away, we will give you a response within 7 business days. If it is complex or involves other parties, we will investigate on your behalf. In some cases, we may refer you or your complaint to your network operator or meter owner. We will let you know if we do this.

We are a member of the Energy Complaints Scheme operated by Utilities Disputes, this is a free and independent industry complaints body. We are committed to maintaining the standards contained in the General and Scheme rules for the Energy Complaints Scheme.

If the complaint falls within its jurisdiction and it has reached deadlock, you can refer your complaint with us to Utilities Disputes.

Contact details for Utilities Disputes:

Web: utilitiesdisputes.co.nz
Email: info@utilitiesdisputes.co.nz
Phone: 0800 22 33 40
Fax: 0800 22 33 47
Post: PO Box 5875, Wellington 6140 Freepost 192682

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

Liability

Subject to the maximum amounts stated below, any liability either of us has to the other in contract or tort, is limited to direct physical loss or damage to property, premises or goods. That loss or damage needs to have been reasonably foreseeable and caused directly by:

- a breach of these terms and conditions, or
- negligence.

If either of us is liable, the maximum amount either of us will pay to compensate for any event or related series of events is $10,000.

This is subject to a maximum cap of $50,000 in any 12-month period for all events or series of events, starting from the first event.

We may choose to repair or replace any damaged premises or goods up to the same maximum amount instead of paying cash.

These liability limitations and caps do not apply in respect of an obligation to pay any amount or in respect of early termination of a fixed term plan or special terms which arises due to a default by either party.

Without limiting the above, we or the network operator will not be responsible for any loss or damage caused by your failing to switch off any appliances at your premises before reconnection.

If you wish to seek compensation for loss or damage, you need to write to us to advise of a possible claim. If you haven't done this, we will not cover any loss or damage to your property, premises or goods.

Subject to the maximum amounts above, you indemnify us against any actions, claims, damages, losses and expenses incurred by us, or for which we may be liable, in connection with:

- any breach of or non-compliance by you with any law or other obligation that applies to you, your property, pipes or other equipment or the use or operation of those items or the energy supplied to you, and
- any claim, loss, damage, accident or injury of any kind, however sustained, which arises directly or indirectly out of or in connection with your breach of this agreement.

However, you will not be required to indemnify us if an event arises directly from our failure to comply with our express obligations under these terms and conditions.

Where your premises are connected to a network owned or operated by a person other than the local network operator (i.e. connected to an 'embedded network'), you acknowledge and agree that the embedded network operator (and not the local network operator) is responsible for delivery of energy on the embedded network and, to the fullest extent permitted by law, the local network operator shall have no liability to you of any kind, whether in contract, tort (including negligence) or otherwise, in relation to the embedded network.

Except as set out below, nothing in this agreement in any way limits your rights under the Consumer Guarantees Act 1993 (CGA). To the maximum extent permitted by the CGA, and notwithstanding any other term of the agreement, it is agreed that the provisions of the CGA will not apply, and we each agree to contract out of the provisions of the CGA, where the following conditions apply:

- the goods and/or services (as applicable) covered by this agreement are, or (in connection only with the guarantee of acceptable quality in section 7A of the CGA, the gas or electricity) is, both supplied and acquired in trade, and
- each of us is in trade.

Where the above conditions apply, you and we acknowledge and agree we each consider it is fair and reasonable for us to be bound by this provision.

Please let us know if you believe the network operator or a third party has caused you loss or damage. We may, at our discretion, seek to recover from the network operator the amount of any loss or damage you claim to have suffered.

We will comply with our obligations under the Consumer Guarantees Act 1993, other than this, we will have no liability to you for any defaults by any third party or the network operator.

If you on-sell energy to another person, you need to let us know, and special terms and conditions will apply. In these circumstances, our and the network operator's warranties, guarantees or obligations relating to goods or services provided by us or the network operator are excluded to the maximum extent permitted by law.

Except as expressly set out in these terms and conditions, the liability of the network operator, including any liability in tort (including negligence), contract, breach of statutory duty, equity or otherwise, is excluded to the maximum extent permitted by law. In addition, except as expressly set out in these terms and conditions, all warranties, guarantees or obligations imposed on us, or the network operator, in relation to goods or services provided by us, or the network operator, by the Consumer Guarantees Act 1993 or any other law, are excluded to the maximum extent permitted by law. If you on-sell energy to another person, you must ensure that all agreements you have with the end-consumer include provisions to this effect.

You indemnify the network operator and meter owner in relation to all direct loss or damage caused or contributed to, by the fraud, dishonesty or wilful breach of our agreement by you or your agents.

The limitations of liability set out in this section and elsewhere in these terms and conditions extend to our employees and agents, the network operator and meter owner for the purposes of the Contract and Commercial Law Act 2017, Part 2, Subpart 1 (Contractual Privity). The other provisions in these terms and conditions that refer to the network operator or meter owner are intended to be for the benefit of, and are enforceable by, the network operator and meter owner, respectively, under the same Act.

Changes to our agreement

We can change these terms and conditions and any other terms that apply to you, your pricing plan, the services we provide to you and our fees and charges at any time, provided we give you at least 30 days' notice by at least one of the following methods:

- Contacting you via telephone or other voice communication method
- advertising in your local daily newspaper
- putting a notice on our website
- sending you a letter or email
- including a statement in a customer newsletter
- notifying you by other electronic means (for example, SMS)
- including a statement on your invoice, or
- a combination of the above.

Except as noted below, we will write to you individually (by letter or email) if:

a) we are changing your pricing plan or migrating you onto a different pricing plan, or

b) we are increasing a charge or fee and,

i) the increase in that charge or fee or the total invoiced price of the services supplied is more than 5%, and

ii) in the case of a fee, the increase is reasonably likely to have a material effect on you.

We will give notice to you by including a statement on your invoice if we make material changes to these terms and conditions that may detrimentally affect you.

If our fees or charges are increasing, we will give you our reasons for that increase.

If we move you to an alternative pricing plan for example where we discontinue or retire your current pricing plan, or where we make material changes to your pricing plan or services, we will:

- tell you what alternative pricing plan we intend to move you to or what the material changes to your pricing plan are or services are, and

- migrate you to the new pricing plan or services, or change your pricing plan or services, at the end of the period specified in our notice to you (although you can always terminate your pricing plan or the services in accordance with our terms if you are unhappy with the new or amended pricing plan or services).

We do not need to notify you individually if:

- the change in fees or charges is the result of a request made by you
- we decrease our fees or charges
- we make changes to these terms and conditions that are minor or do not affect you, or
- the changes are to non-regular service fees or charges (for example, disconnection, reconnection or special meter reading charges).

Where changes are made to these terms and conditions to better align with industry standards and mandatory requirements, we will not notify you.

If you wish to change any products or services that we supply to you under these terms and conditions, please contact us. If you are eligible for the different product or service, we will make the change as soon as practicable.

Transferring your rights and responsibilities

We can assign or transfer any or all of the rights and obligations we have under our agreement with you to someone else. Where we do this, we will let you know:

- that the agreement is being transferred
- where you can access contact information for the entity to which we have transferred the agreement, and
- when the transfer will take place.

If, for any reason, we commit an event of default as an electricity retailer (as defined in the Electricity Industry Participation Code 2010), the Electricity Authority may assign this agreement to another retailer. The terms and conditions of this agreement may be amended on such assignment to the standard terms and conditions of the recipient retailer applying immediately before the event of default occurred or amended to such other terms that are more advantageous to you as the recipient retailer and the Electricity Authority agree. The terms and conditions of this agreement may also be amended to include a minimum period, and to require you to pay an amount for cancelling the agreement before the end of that minimum period. To facilitate this process we may be required to pass information about you to the Electricity Authority, who may pass it on to another retailer. This paragraph, as well as the paragraph above allowing us to transfer your agreement to another person, are for the benefit of the Electricity Authority for the purposes of the Contract and Commercial Law Act 2017, Part 2, Subpart 1 (Contractual Privity).

We may also subcontract or delegate any or all of our responsibilities under our agreement with you to another party. If, for any reason, we have or are likely to have a receiver, liquidator or other similar officer appointed, we will take all reasonable steps to make sure your energy supply is not affected.

You cannot assign, transfer, subcontract or delegate any of the rights and obligations you have under our agreement with you to any other person. If you have or are likely to have a receiver, liquidator or other similar officer appointed, you must notify us immediately.

Contacting you

We may send any notice or invoice to you by:

- delivering to your address
- mailing to the latest postal address you have given us
- emailing to the latest email address you supplied to us, or
- delivering via any other electronic means.

We will assume that our notice or invoice has been received by you:

- on the day of delivery, if delivered to your address
- 3 working days after being posted to you
- on the day of transmission if faxed, or
- at the time an electronic message was transmitted by us to you.

You need to let us know if any of your contact details change.

Network and other requirements

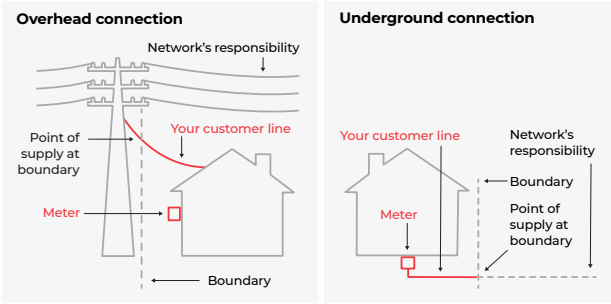
The network operator

Where we contract with the network operator to transport energy across its network to your premises, these terms and conditions relate to both network services and the supply of energy. Where a network operator requires you or you choose (where available) to contract with the network operator directly for its services, these terms and conditions apply to the supply of energy only. We will only supply energy to you if we or you have an agreement with the network operator.

Point of supply

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

You may be required to pay for, own and maintain any shared energy supply equipment required to supply your premises between the network and your *point of supply.*



This diagram shows who owns which part of the power supply system at your premises. Note that all electricity past the point of supply is your responsibility.

Generally, the electricity point of supply is at the pole fuse for an overhead connection and the property boundary for an underground connection. The gas point of supply is usually where your gas installation connects to the outlet of the gas metering equipment. However, there are exceptions to these general rules.

If the energy supply equipment entering your property also supplies someone else, the point of supply is where the supply becomes exclusively yours. You may be required to pay for or own and maintain the shared energy supply equipment required to supply your premises between the network and your point of supply. Where part of the exclusive supply to your premises is located on a neighbour's premises, you may be required to own and maintain the energy supply equipment on their premises that is exclusively yours. Where you have entered an agreement that defines the point of supply as being somewhere else, its location will be as defined in that agreement.

You must ensure that there is no interconnection at any time between your point of supply and any other point of supply without the network operator's written agreement.

Please contact us or the network operator if you have any questions about your point of supply. We will tell you how you can locate the point of supply at your premises or, if we don't know, where you can get that information.

Your responsibilities relating to the network and your energy supply equipment

You have certain responsibilities relating to transporting energy to your premises and energy supply equipment. In particular, you must:

- not inject energy into or attempt to convey or receive signals or other communications through the network or connect or reconnect your energy supply equipment directly to the network
- obtain our prior consent and that of the network operator if you wish to generate electricity at your premises and export it into the network (additional terms and conditions will apply in this situation)
- let us know if you experience any issues with the quality of your energy supply (for example, low gas pressure or low voltage)
- make sure the way you use energy at your premises does not interfere with the quality of energy supplied to others or interfere with the network or metering equipment – if it does, you must stop the interference as soon as you become aware of it
- comply with the network operator's network connection standards (which can be obtained from the network operator or found on its website) and all energy-related statutory and regulatory requirements and industry standards
- let us know if any energy supply equipment on your premises is faulty, damaged, leaking or (in the case of metering equipment) operating inaccurately, so we can suspend your supply if necessary and carry out or arrange repair or maintenance work (or recommend contractors to do so) at your cost, and
- contact us or the network operator if you become aware of a hazardous situation (for example, a gas leak) or that any fittings or equipment relating to your electricity or gas supply are defective, damaged or causing a hazard.

Trees, vegetation and other obstacles

You must keep trees, vegetation and other obstacles on your premises clear of the network and energy supply equipment. If you don't, we or the network operator may be entitled to enter your premises to trim or remove any tree or vegetation threatening the network or energy supply equipment and any related work will be at your cost.

The rights and obligations relating to keeping lines clear are set out in the Electricity (Hazards from Trees) Regulations 2003. You can get more information about these regulations from the Ministry of Business Innovation and Employment, your local authority or your network operator. You agree to comply with these regulations and any replacement of them.

Energy supply equipment

Installing and altering energy supply equipment

We, the network operator or the meter owner may install, maintain, alter or replace energy supply equipment on your premises.

You must pay all costs relating to installing, altering, repairing and/ or maintaining any energy supply equipment for your premises. However, you are not responsible for installation costs where we decide to replace the energy supply equipment if the existing energy supply equipment is suitable for your electricity use and pricing plan.

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

Energy supply equipment standards and alterations

You are responsible for making sure all energy supply equipment and alterations to that equipment (other than the metering equipment) on your premises meet all legal and industry standards and network connection requirements. Where we consider that any such energy supply equipment does not meet all legal and/or network connection requirements, we may arrange for a third party to undertake any work necessary to remedy any non-compliance. This would be done at your cost.

You need to give us at least 5 business days' notice if you plan to do any work on your premises that may affect the energy supply equipment or need it to be relocated or replaced. You need to be able to show us the certification for your energy supply equipment if we ask to see it. Your gas meter or network pipes can only be relocated by a person authorised by the network operator or us.

If you need advice relating to your energy supply equipment, we may need to arrange a visit and may charge you for the cost of this visit.

Location of energy supply equipment

You must provide us with a safe, secure and accessible location (including reasonable protection against interference and damage) for the energy supply equipment (including the energy supply equipment of the network operator) on your premises at no cost to us. This may include digging trenches and building structures on your premises. You may also need to provide and maintain, with easy access, a meter board on which we can install the required metering equipment. If the location is not secure, safe and accessible, we may require you to provide a more suitable location and/or meet the cost of relocating the energy supply equipment.

Protecting the energy supply equipment

You must not interfere with the network and other energy supply equipment, and you agree to protect all parts of the network supplying your premises and all other energy supply equipment against interference, damage, loss, destruction or seizure.

You must notify us immediately if any part of the energy supply equipment on your premises is damaged, faulty, leaking, operating inaccurately (in the case of metering equipment) or otherwise appears unsafe. We may suspend your energy supply if necessary and carry out or arrange repair or maintenance work. We may recover from you the cost of repairing or replacing any damaged energy supply equipment where you could have reasonably prevented the damage. We will let you know the cost of repairing or replacing the network or metering equipment before carrying out the work.

You will be responsible for any damage to the network or metering equipment arising from your or your agent's or invitee's negligence, wilful act or omission or through your failure to provide such protection. This responsibility continues for up to 6 months after you stop being our customer.

Changes in energy use

The equipment used to supply energy to you has limited capacity. You must inform us if you expect to substantially increase the amount of energy you use (for example, if you are installing a spa pool, kiln or other equipment that uses a significant amount of energy). Please ask your electrician or gasfitter to identify whether your proposed increase in usage will exceed the current capacity of your energy supply equipment. If it does, you will need to arrange for an upgrade with us or the network operator. You also must also let us know if you expect to substantially decrease the amount of energy you use.

Ownership and title

You must not allow energy supply equipment that you do not own (for example, meters) to:

- become a fixture or fitting of your premises
- be moved or removed without our consent
- be encumbered or used as security in any way, or
- have any lien created over it.

You agree that the network, including any part of the network situated on your premises, is and will remain the sole property of the network operator.

Interruption to your energy supply

Circumstances where your energy supply may be interrupted

Circumstances or events beyond our control may cause your energy supply to be interrupted from time to time. Such events include those outlined in the **Force majeure** section and also:

- a failure or constraint on the network or upstream transmission system
- an unforeseen natural gas supply or transmission event where the gas usage needs to be curtailed, or
- a metering equipment failure.

We or the network operator may need to interrupt your supply to inspect, maintain, repair, upgrade or test equipment or for safety reasons and, in urgent unforeseeable circumstances where giving notice is not reasonably practicable, without notice.

If we give urgent notice to certain business consumers to cease taking electricity or gas and you are one of these consumers, you must comply with our instruction as soon as reasonably practicable. You must act in accordance with the Gas Governance (Critical Contingency Management) Regulations 2008.

We will not be liable for any costs you may incur as a result of interruptions to supply.

Notice of planned interruption to your energy supply

Unless otherwise agreed, we or the network operator will notify you in advance of any planned interruption to your energy supply by giving at least:

- 4 business days' notice for electricity, and
- 5 business days' notice for natural gas.

Information about energy supply interruptions

Please call the number shown on your invoice to report or get more information about a supply interruption. This number is available on a 24-hour basis. We will update information about supply interruptions as often as possible.

If there is an interruption in supply, you must treat your electricity or gas installation as live, as it may resume without notice. You will need to disconnect or switch off any electrical or gas equipment that could create a hazard before your energy supply is restored. We or the network operator will resume the supply of your energy and services as soon as practicable.

Force majeure – events beyond our control

A force majeure event includes:

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

Controlling electricity supply to some of your equipment

We or the network operator may temporarily suspend electricity supply to some of your equipment where you are on a pricing plan that allows us to do so. A common example is a plan that allows us to control supply to your electric hot water cylinder. For the purposes of these terms, such a pricing plan is referred to as a controlled load pricing plan/option.

Where you are on a controlled load pricing plan and:

- we have a contract with the network operator to transport electricity to your premises, you must transfer the rights to your controllable load to us. If our pricing plan reflects the network operator's corresponding controlled load pricing option, the right to control your load will be automatically assigned to the network operator for system security and network management purposes (for example, managing transmission grid or network security or optimising network costs). We retain the right to control your load for energy market participation purposes (for example, managing the cost of purchasing electricity on the wholesale market). We may also assign our right to another party, or

- you have an agreement with the network operator to transport electricity to your premises, you must transfer the rights to your controllable load to the network operator for system security and network management purposes. Again, we retain the right to control your load for energy market participation purposes. We may also assign our right to another party.

We will seek to exercise our rights in relation to controlled load without compromising the minimum service levels agreed with you, except for emergency circumstances, when the controlled period may exceed the service level.

If you enter into an arrangement to manage your controllable load with a party other than the network operator or us, then you must ensure that party has agreed a protocol with the network operator for the use of the load (including co-ordination of its disconnection or reconnection), and that they make the load available to the network operator for it to manage network security. You also need to ensure that the party managing your load does not interfere with or damage the network operator's or our load control systems, and that you promptly fix any damage caused by that party at your own cost. You cannot let a third party manage your controllable load if we or the network operator already have the right to manage that same load.

Technical requirements related to your electricity supply

In relation to your electricity supply, you agree that:

- you will use all reasonable measures to make sure the levels of harmonic voltages and currents injected back into the network from your premises conform with the New Zealand Electrical Code of Practice for Harmonic Levels (NZECP 36:1993) to the extent that the harmonic disturbance results from a cause within your control you will comply with all line function services, safety and technical requirements provided for under statute, regulations and codes of practice and with the network operator's network connection standards (which can be found on its website), and
- the power factor shall not be less than 0.95 lagging each month or such other amount as specified by your network operator.

For more information, contact the network operator or your electrician.

Defined terms

What some of the words used in this booklet mean:

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

'deadlock' means where:

- a complaint made to us that has taken longer than 20 business days to resolve and we have not advised you in writing that there is a good reason for this, and what that reason is, or
- a complaint that is with us has taken longer than 40 business days to resolve, or
- Utilities Disputes is satisfied that:
  - we have made it clear that we do not intend to do anything about the complaint
  - you (as the complainant) would suffer unreasonable harm from waiting any longer, or
  - it would be otherwise unjust to wait any longer.

'energy' means electricity and/or natural gas.

'energy supply equipment' means the service mains, pipes, poles, wires, fittings, metering equipment, meter box, meter board, switchboard, sub or fuse board or other wiring or piping and any other assets relating to the supply or use of energy.

'gas' means natural gas.

'medically dependent consumer' means a consumer, whether a customer of a retailer or a consumer permanently or temporarily resident at a customer's premises, who depends on mains electricity or natural gas for critical medical support, such that loss of electricity or natural gas may result in loss of life or serious harm. For the avoidance of doubt, medical dependence on electricity or natural gas could be for use of medical or other electrical equipment needed to support the treatment regime (eg, a microwave to heat fluids for renal dialysis).

'meter owner' means an entity that owns and/or is responsible for installing, maintaining and repairing the metering equipment located at your premises.

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

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

'network operator' means an entity that provides the distribution and/or transmission services to your premises.

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

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

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

'sensitive appliances' means electrical equipment that contains electronic circuitry or control systems. Major household appliances that fall into this category include such things as televisions, cordless telephones, microwaves, stereos, computers, radios, washing machines and dryers, fridges, freezers, videos, DVD players and dishwashers.

'services' means the supply of energy and:

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

'smart meter' means a meter that communicates remotely with us.

'we', 'us' and **'our'** refer to Contact Energy Limited and any subsidiary company, and includes their officers, employees, contractors, agents, successors and assignees. In the **Access** and **Network and other requirements** sections, it also includes any party who owns energy supply equipment on your premises, including network operators and meter owners.

'you' and **'your'** refer to you, our customer.

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

To contact us

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Phone: 0800 80 9000 for residential customers
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contact