PULSE ENERGY

STANDARD TERMS AND CONDITIONS FOR THE SUPPLY OF ENERGY

RESIDENTIAL CUSTOMERS

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1. ABOUT US

1.1 **Pulse Energy** is a trading name of Pulse Energy Alliance LP. Pulse Energy Alliance LP is a New Zealand company located at Level 5 33 Enfield Street, Mt Eden, Auckland, New Zealand. See Contact Details at the end of this Agreement.

2. YOUR AGREEMENT WITH US

2.1 These terms and conditions (along with the welcome letter or email We send You (**Welcome Letter**), Product Schedule, Privacy Policy and other information provided to You during the sign-up process) (together Your **Agreement**) contain all the information You require in respect of Our supply of Energy to You. Your Agreement forms a legal and binding agreement between You and Us.

2.2 Where terms are capitalised in this Agreement, it means that they have a particular meaning which is specified in clause 23 of these terms and conditions.

2.3 Your Product Schedule describes the Energy to be supplied to You and any terms and conditions that are specific to the product and/or plan You have selected. The Product Schedule that applies to You will be sent to You, and is otherwise available on request or from Our Website at www.pulseenergy.co.nz/terms-and-conditions

2.4 Your Welcome Letter includes Your price plan based on the product and/or plan You have selected. The Welcome Letter will be sent to You, and is otherwise available on request from Us.

2.5 Where there is a term in Your Product Schedule or Welcome Letter, that is inconsistent with a term in these terms and conditions, the term in Your Product Schedule will be the one that applies to You.

2.6 Your Agreement will commence on the date on which We agreed to supply Energy to You and You agreed (by phone, the Website or any other means) to accept the supply of Energy from Us or, alternatively, the date on which You commenced using Energy supplied by Us to Your Premises, in which case You will be deemed to have accepted supply on that date (the **Commencement Date**), subject to the condition in clause 2.9 being satisfied (if applicable).

2.7 We may, in Our discretion, decline Your request for the supply of Energy at the time that You make Your request.

2.8 You are entitled to cancel Your Agreement within 5 Working Days after the Commencement Date by notifying Us either by post, email or by calling Us, but You will be required to pay for any Energy that We supply to You prior to You notifying Us that You wish to cancel Your Agreement.

2.9 If You accept the supply of Energy from Us then this Agreement is conditional upon Us conducting and being satisfied in all respects with the results of credit checks, proof of occupancy and metering checks about You. We will undertake these checks as promptly as We are able. If You have not received notification from Us regarding Your failure to fulfil this condition within 10 Working Days of Commencement Date, then We will be taken to have been satisfied with the results of the credit checks and metering checks about You and Your Agreement shall be deemed to have come into full force and effect on the Commencement Date. If We are not satisfied with the results of such checks, then We will contact You and Your Agreement shall be automatically cancelled and will be of no further force or effect.

2.10 The health, wellbeing and safety of our staff is important to Us. You must always respect our team members and not threaten, bully, or harass any of our staff. This includes (but not limited to) the use of racism, sexism, verbal and physical abuse.

If a customer's behaviour is in breach of the above, We reserve the right to issue 30 days' notice of closure of Your Account and disconnection in writing.

3. COMMENCEMENT OF SUPPLY TO YOU

Our obligations to You

3.1 We will arrange the supply of Energy to Your Premises and will ensure that such supply complies with the terms of Your Agreement, applicable laws, regulations and electrical and gas codes of practice (as applicable).

New Customers

3.2 If You do not already have an Agreement with Us and are seeking a New Connection, We will have Your Premises connected and have arranged the commencement of supply to You within 30 Working Days of the Commencement Date, unless clause 3.3 applies, or Lines upgrades or extensions are required before supply can commence, in which case We will agree a timeframe with You for Your New Connection.

3.3 If You live in certain geographical locations, We may not be able to provide a connection to You or provide supply to Your Premises, or We may need to charge You additional fees to be able to provide a connection to You. We will notify You of, and seek Your agreement to, any such fees, before proceeding with a connection in these circumstances.

Moving house

3.4 If You already have an Agreement with Us and are moving house, We can make the transition to Your new home easy. All You need to do is:

(a) contact Us at least 3 Working Days before You move house so We can do a final meter reading. We may (at Our discretion) estimate the final read or use a reading provided by You; and

(b) give Us the address of Your new home so We can arrange Your Energy supply,

and We will arrange supply at Your new home. This Agreement will continue to apply. If You are moving house and do not want us to supply your new house, the termination process and requirements in clause 4 will apply.

Proof of occupancy

3.5 You may be required to provide us with evidence of Your tenancy or occupation of the Premises.

Transfer of Energy

3.6 You must not sell, or transfer or otherwise attempt to sell or transfer, to any other person or entity, any Energy supplied to You under this Agreement.

Point of Supply

3.7 You are responsible for the maintenance, repair, replacement, 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. The electricity point of supply is the pole fuse for an overhead connection and the property boundary for an underground connection. The gas point of supply is where Your gas installation connects to the outlet of the gas metering equipment. You are not responsible for the maintenance, repair, or replacement of the metering equipment at Your premises. Please contact Us if You have any questions.

4. TERMINATION OF YOUR SUPPLY

4.1 If You would like to terminate Your Agreement with Us for any reason, You can do in accordance with the relevant terms of Your Product Schedule. We note that, depending on the plan You are on, if You wish to terminate Your Agreement with Us, You may be required to supply Us with prior notice of Your intended termination and early termination fees may apply, if set out in Your Product Schedule.

4.2 If you have a natural gas account, We will continue to charge Variable and Fixed Daily charges for Your gas connection until one of the following occurs:

(a) Your gas connection has been formally and safely disconnected by the network or a qualified service provider.

(b) You terminate Your Agreement in accordance with Clause 4.2; or

(c) Another customer becomes responsible for the gas connection

4.3 If You are terminating this Agreement with Us because You are switching to another retailer, We will make sure the switch takes place as soon as reasonably practicable and in accordance with industry standards and regulations.

4.4 You are required to notify Us of a change in account holder or

authorised account person. You are also required to keep Your contact details on file with Us up to date.

5. WHAT YOU WILL PAY FOR YOUR ENERGY SUPPLY

Fees and charges

5.1 We will charge You the following fees and charges (as amended from time to time in accordance with clauses 5.2 and 5.9):

(a) the Variable charges, Fixed Daily charges and any other applicable charges or fees, as described in Your Welcome Letter and Product Schedule for Energy supplied to You;

(b) any relevant Fees set out in Schedule 2 or the Product Schedule incurred from time to time in accordance with this clause 5; and

(c) any other costs or charges incurred pursuant to clause 5.9 and/or 5.10,

less any applicable discounts set out in Your Product Schedule. All fees and charges will be clearly specified on Your Bill.

5.2 Except where clause 5.9 applies and subject to clause 5.3, We will notify You (by any of the means specified in clause 21.1) 30 days before a change to any fees or charges takes effect. If You do not agree to such changes, then You may terminate Your Agreement.

5.3 We will write to You individually (by letter or email) if our fees or charges are increasing by more than 5 percent, unless:

(a) the change in fees or charges is the result of a request made by You;

(b) We decrease our fees or charges;

(c) We make changes to these terms and conditions that do not affect You, or

(d) the changes are to non-regular service fees or charges (for example, disconnection, reconnection or special meter reading charges)

5.4 If our fees or charges are increasing by more than 5%, We will give You our reasons for that increase.

5.5 Any credit provided on Your account as part of a promotion to join Us will only apply to You if You stay with Us for 12 months or more (i.e. the promotional price is the price for a contract of 12 months or more). Therefore, if You have been given a credit on Your account as part of a promotion to join Us, this will be reversed if You switch to another supplier within 12 months of the Commencement Date.

5.6 The consequences of non-payment or late payment of any fees or charges are specified in clause 10 of these terms and conditions.

Electricity rates

5.7 The electricity rates in the Welcome Letter refer to Low User and Standard User rates. The Low User rates are only available to customers who meet the eligibility criteria in the Electricity (Low Fixed Charge Tariff Option for Domestic Consumers) Regulations 2004 and where exemptions are not currently in place. If Your eligibility changes as a result of a change in the regulations We will advise You and You will move to the appropriate plan. If You believe You no longer meet the Low User eligibility criteria You should inform Us.

Delivery charges

5.8 We aim to pass through Network Service Charges for electricity with no mark-up. However, in some instances it is not practicable to pass through exact Network Charges that We pay for Your Premises (for example, some networks have charges which are not on a Kilowatt-Hour basis and, for these networks We will endeavour to convert unit charges to a per kWh charge, which will ensure that in total We will only recover the Network Charges that We are required to pay in respect of Our customers on that Network). For customers eligible for Network Injection Rebates, the Network Injection Rebates are incorporated into Pulse Energy's export/buy back rates.

5.9 We reserve the right to adjust Delivery charges and flow through costs not specifically included or itemised either in Your Welcome Letter, Product Schedule or in Schedule 2 related to transmission, distribution or the wholesale Electricity or gas market that are a direct consequence of transmission constraints or charges outside Our reasonable control. Where possible, We will give You 30 days' notice of any such changes. If You do not agree to such changes, then You can terminate this Agreement .

Additional service charges

5.10 If You request a product or service that involves an additional cost, We will advise You of any such additional costs at the time You request the product or service, or if unknown at the time, We will provide an estimate of the cost.

Public conservation campaign and Customer Compensation scheme

5.11 If You are entitled to receive a payment under a customer compensation scheme during a public conservation campaign under the Electricity Industry Participation Code 2010, We will process the payment for You.

5.12 We can decide how this payment will be paid to You.

5.13 The payment will be calculated according to the minimum weekly amount published by Electricity Authority.

Changes to Your Product Schedule

5.14 If You would like to change the plan You are on You can:

(a) ask Us to make this change; and

(b) pay any Fees that are applicable to making such a change as set out in Schedule 2 or Your Product Schedule.

Subject only to any reasonable restrictions that may be specified in Your Product Schedule, We will make the change it will come into effect within 30 days of You requesting the change.

5.15 If You request a switch between Low User and Standard User rates on any of Your ICPs, such a change will be subject to the approval of the relevant Lines Company and, if approved, may require You to pay an additional fee (as specified in Schedule 2). Generally, one change every 12 months will be permitted free of charge.

Load control

5.16 Your supply (or part of it) may be load controlled by Us, the Lines Company and/or a third party. Load controlling allows the reduction of electricity demand on the Network by controlling the supply of electricity to specific appliances (such as electric hot water cylinders, spa pool heaters and space heaters). Load control generally occurs during peak load periods when the demand for electricity is at its highest but may also occur at other times.

5.17 Load control can be undertaken by (or on behalf of) Us or the Lines Company for any legal purpose, including to ensure the safety and security of the transmission system and the Network, for, network management purposes (for example, managing transmission grid or network security or optimising network costs) and for energy market participation purposes (for example, managing the cost of purchasing electricity on the wholesale market). We may also assign our right to control, Your load to another party.

5.18 We and the Lines Company may use load control switches on Your Premises to interrupt supply without giving You advance notice of such interruption in situations where Our agreement with the Lines Company allows the Lines Company to undertake such action or where You have agreed to a pricing plan that allows Your electricity to be load controlled (in which case We will undertake any load control in accordance with the terms of that pricing plan).

5.19 By agreeing to these terms, you also agree that Pulse Energy may include you in our Hot Water Programme if you meet the eligibility requirements. Pulse Energy may decide to enroll eligible customers in this programme at its discretion.

If you take part in the Hot Water Programme, the specific Hot Water Programme Terms will apply. We will provide you with at least 10 business days' notice if we intend to add you to the programme.

If at any time you choose not to participate, you can opt out by giving us 2 business days' notice at **customer.care@pulseenergy.co.nz**

6. HOW WE WILL CALCULATE YOUR ENERGY USAGE

Meter readings

6.1 Your Energy usage will be assessed by way of Meter readings, except for any Energy We supply to an ICP on Your premises on an unmetered basis, in which case Your Energy usage will be calculated as set out in clause 6.9. Generally, We carry out actual Meter readings at least every 2 months in the case of electricity Meters, and at least every 2 months in the case of gas Meters. If your ICP is on a Private Network, We may not be able to carry out actual readings on a regular basis.

Smart Meter Readings

6.2 Smart meters rely on good network coverage. If the meter signal is unavailable or weak, We may not be able to get a meter reading. If this happens, We may need to send You an estimated bill or visit to read your meter. If your main switch is turned off, We won't receive any data for that period. If You do receive an estimated bill, any discrepancy between your last actual read and your next actual read would be balanced out.

6.3 The removal of a smart meter or the smart meters communication device will only be considered for medical reasons with the submission of a medical certificate. You will be required to pay any costs associated with this change including potential meter reading charges in the future.

Time of Use Plans (TOU)

6.4 If You are on a Time of Use Plan with Us and We are unable to get a remote meter reading, We may estimate the applicable time periods. If We have continuous issues with remote reading, We reserve the right to transfer You to a non TOU plan..

Estimates

6.5 If We need to estimate Your Energy usage, We will calculate this based on Your average Energy usage patterns. If this information is not available, We will estimate based on an average customer.

6.6 You are obliged to pay a Bill which is based on an estimate reading. However, if We send You a Bill based on an estimate reading, You can provide Us with Your own Meter reading by calling Our Customer Service team. If We accept the Meter reading You give Us and Your Meter reading shows that our estimated reading was materially inaccurate, We will send You a new Bill based on Your accepted Meter reading, and You agree to pay the amount shown on the new Bill. We may:

(a) reject the Meter reading You give Us if it is not consistent with Our records or does not meet out reasonable requirements; and/or

(b) verify the accuracy of Your reading within 5 Working Days of receiving Your Meter reading. Incorrect Meter readings made by You may incur a special reading charge as set out in Schedule 2.

6.7 If You are a new customer, We may use the previous final Meter reading at Your Premises as Your initial Meter reading, unless You read the Meter and advise Us of that Meter reading at least one Working Day before using any Energy. If Your Meter reading differs from the previous final Meter reading at the property, We may arrange for the Meter to be read and use this to calculate a new start reading.

If You are switching to another energy retailer, We may base Our final Bill on an estimate of the amount of Energy supply arranged by Us and provide this estimated reading to the new retailer as a starting point for their Billing.

Requesting meter readings

6.8 You can request a special or final Meter reading at any time by contacting Us. A special or final Meter read will incur an additional fee as set out in Schedule 2.

Unmetered ICPs

6.9 If We supply Energy to an ICP at Your premises on an unmetered basis, We will calculate the amount of electricity supplied (and what We will charge You) based on information supplied by Your Distributor.

7. HOW WE WILL BILL YOU

7.1 We will send You a Bill for all fees, costs and charges incurred by You at least once every month (unless Your Product Schedule states otherwise). Your Bill will include all applicable fees, costs and charges set out in clause 5.1 and otherwise referred to in Your Welcome Letter and Product Schedule and any applicable Taxes.

7.2 As well as a description of the fees and charges included in Your Bill, Your Bill will include the identifier number(s) of all ICPs on Your Premises and the relevant Lines Company.

7.3 We can send Our Bill to You by post or We can email You notifying You that Your Bill is available online. You will be deemed to have received Our Bill 3 days after We post it to You or the day after We email a notification to You. You must pay Your Bills in full by the due date for payment specified on the Bill.

7.4 If Your Bill has an error and We have charged You the incorrect amount (whatever the cause):

(a) where We have overcharged You, We will promptly credit any overcharged amounts; and

(b) where You have been undercharged (to the extent reasonable and taking into account whether You have contributed to the error or could reasonably have been expected to know about it), You will be required to pay the undercharged amount to Us. We will make the correction on Your next Bill.

This clause does not apply where Your Bill has been based on an estimate of Your energy use, as an adjustment will be made in a following invoice based on an actual meter reading, in accordance with clause 6.5.

7.5 No interest will be payable on any incorrect or late Bill.

8. HOW YOU CAN PAY YOUR BILLS

8.1 You must make payment of the amount set out in each Bill by the due date for payment specified on the Bill, unless Your Bill is sent more than 2 months (but less than 3 months) after the end date of the period it covers (and provided You are not responsible for the lateness of Your Bill being provided to You), in which case You have at least the length of time covered by the Bill to pay it. Any overpayment or underpayment of Your Bill will be corrected on Your next Bill.

8.2 If Your Bill is sent to You more than 3 months late, provided You are not responsible for the lateness of Your Bill being provided to You, We may negotiate an appropriate discount and payment period with You.

Payment options

8.3 We offer a variety of payment options. To view our payment options, visit pulseenergy.co.nz/payment. Please note certain payment methods may not be available for specific products, services or customer groups.

9. SMOOTH PAY

9.1 You may choose to pay Your Bills using SmoothPay. SmoothPay spreads Your Energy payments out evenly throughout the year, so You pay the same amount for each Bill at Your nominated payment frequency. SmoothPay payments must be paid by direct debit from Your nominated bank account.

9.2 If You choose to pay by SmoothPay, We will estimate Your average consumption for the year and divide that by the number of payment cycles You wish to make during the year (each, a **SmoothPay Amount**). You can choose to make weekly, fortnightly or monthly payments. Every 6 months We will review and adjust Your SmoothPay Amount based on Your consumption history and the balance on Your account at the time We undergo the review.. If Your consumption varies significantly, We may review and adjust Your SmoothPay Amount more frequently.

9.3 If Your SmoothPay Amount is adjusted pursuant to clause 9.2, We will advise You at least 10 days prior to the new SmoothPay Amount being payable. If You are not comfortable with the proposed adjustment, You can cancel Your SmoothPay arrangement pursuant to clause 9.4.

9.4 You can cancel Your SmoothPay arrangement (by notice to Us) up to 3 Working Days before the next SmoothPay Amount is due to be paid from Your bank account. If You do not provide more than 3 Working Days' notice, cancellation will be effective immediately after the next SmoothPay payment date.

9.5 You cannot cancel a scheduled SmoothPay Amount payment without cancelling SmoothPay. If You cancel SmoothPay pursuant

to clause 9.4 You will not be eligible to join SmoothPay again within the following 12 months.

9.6 If You cancel Your SmoothPay arrangement and You have a debit balance on Your Account, the remaining balance will be direct debited from Your bank account on the due date shown on the Bill. If You have a credit balance on Your Account You can contact Us to receive Your refund. A refund fee may apply as set out in Schedule 2.

9.7 If You would like to change Your bank account number or frequency of SmoothPay payments, please call Us at least 3 Working Days before Your payment is due so that We ensure Your SmoothPay arrangement continues without any interruptions.

9.8 If Your Direct Debit payment is dishonoured, this will be reattempted in 7 calendar days.

10. WHAT WILL HAPPEN IF YOU DO NOT PAY ON TIME

10.1 If You do not make payment by the due date for payment specified on Your Bill or any other invoice We send You relating to amounts You incur under this Agreement (including any costs specified in this clause 10.1), We shall be entitled to charge You the following:

(a) if included in Your Product Schedule, You may lose any discount that applies when your invoice is paid on time or You may incur a cost relating to the Late Payment Fee; and

(b) all costs incurred by Us in relation to the recovery or attempted recovery of overdue amounts from You (including the recovery of any debt collection agency fees We incur from any one or more agencies used to collect amounts owing by You).

10.2 Your Energy supply may also be disconnected as a result of non-payment of any amounts owing under Your Agreement. Our right to arrange to have You disconnected is limited as follows:

(a) If You have not paid part or Our entire Bill because, in good faith, You dispute it, and You have told Us why You dispute it, We will not disconnect You or commence credit recovery action before the dispute resolution process has been completed unless We reasonably consider that Your dispute is frivolous or vexatious.

(b) If You have not paid the undisputed part of Our Bill, then We may disconnect You and if You are disconnected for non-payment, You must still pay any amounts You owe Us including reasonable costs incurred in recovering Your debt to Us, any charges for services (such as the fixed Line Charges) that continue to accrue after Your Energy supply is disconnected.

(c) Your supply will not be disconnected for non-payment of an estimated account unless We believe that it is fair and reasonable in the circumstances to do so.

Further details on the disconnection process are set out in section 13 below.

10.3 We may transfer the balance of any of Your old accounts to any current Account that You hold with Us.

11. YOUR PREMISES AND ACCESS

Your obligations relating to Your Premises

11.1 You must ensure that You, Your Premises, all Metering Equipment or other equipment located at Your Premises or between Your Premises and Your connection to the Network (where such equipment has not been provided or installed by Us or any of our representatives), and all installations of such equipment comply with all statutory and regulatory requirements and codes of practice or procedures (including the Network connection standard terms and conditions and applicable use of system agreements), to the extent You are aware, or ought to be aware given the information available to You, of these requirements and the information provided by the Electricity Authority (EA) and the Gas Industry Company (GIC) which can be found at www.ea.govt.nz and www.gasindustry.co.nz.

11.2 If We supply You with Gas, You must comply with the requirements described at www.energysafety.govt.nz, www.gasindustry.co.nz/consumers/gas-safety/ and https://www.pulseenergy.co.nz/gas-with-pulse-energy/natural-gas/living-safely-with-natural-gas and any updated gas safety material provided (or notified) to You.

11.3 You must comply with the Electricity (Hazards from Trees) Regulations 2003 in respect of any trees that You own that are near Lines that form part of the Network or near the grid. For more information on these regulations, please contact Your Distributor (the details of which We can provide to You upon request).

11.4 You must also comply with regulations 30 and 93 of the Electricity Regulations 1997 in relation to any work near Lines or other electrical equipment or near the grid. These regulations include a requirement that You comply with the New Zealand Code of Practice for Electrical Safe Distances (NZECP 34:2001). Please contact Us if You require further information on these requirements.

Access to Your Premises

11.5 We, the Meter Owner (if applicable), the Lines Company or any Distributor (or Our or their respective employees, agents, representatives and subcontractors) (each an **Accessing Party**) may need access to Your Premises for any number of reasons relating to the Network and/or our Supply to You, including to turn the Energy supply on or off, inspect, test, install, operate, maintain, replace, repair or remove any equipment (including LPG cylinders and load control equipment) related to Your Energy supply, deliver Your LPG, read or maintain Your Meter(s) (even if You have an advanced Meter), find the cause of any interference with the quality of supply to Your Premises or the surrounding area, prevent harm to people or property, clear trees, vegetation or other obstacles from Lines and related equipment, if the tree owner fails to do so, maintain and protect the operation of the Network, comply with any legal obligations for which access is required, ensure that You are fulfilling Your obligations under this Agreement and the relevant Network distribution code, and/or remove equipment related to Your Energy supply following the termination of this Agreement.

11.6 When access to Your Premises is required, You must provide (and You consent to providing) the Accessing Party with access:

(a) That is safe and unobstructed, particularly from any dogs or other animals at Your Premises.

(b) Any time between 8am and 7pm Monday to Friday, excluding Public Holidays (unless another time is agreed).

(c) Immediately for scheduled Meter reading or routine Meter maintenance of which You have been given at least 10 Working Days' notice. We will provide written notice to You of the timing and purpose of the access.

11.7 We (or Our Representatives) will endeavour to read Your Meter during Working Hours and on Working Days, where possible. However, if We require immediate access to Your Meter outside Working Hours, We or the relevant third party will endeavour to contact You to advise of when and why We require immediate access to Your Meter, regardless of whether it is located inside or outside. Situations where immediate access to Your Premises (without notice) may be required include:

(a) To restore Energy supply in Your neighbourhood in the event of an unplanned outage.

(b) To prevent harm to people, property or Premises from equipment that We, the Meter Owner the Lines Company or a Distributor are responsible for.

(c) To protect the Network.

(d) To deal with any other emergency situations involving the Energy supply.

11.8 When accessing Your Premises:

(a) We and Our respective agents and subcontractors will take the necessary steps to minimize direct impact to Your property, and any inconvenience to You. When accessing Your property, We will act courteously, considerately and professionally at all times;

(b) We or the Distributor will comply with Your reasonable requirements.

11.9 We and the Distributor require agents and employees to carry identification when accessing Your property. They are required to present this identification on request before entering Your property. You should refuse access to anyone who refuses to show appropriate identification and inform Us immediately.

11.10 If any Accessing Party reasonably believes that there is immediate danger to persons, property or Premises, that Accessing Party may take reasonable steps to gain access without Your permission.

11.11 If any equipment relating to Your Energy supply is located behind a locked door or gate, You will need to arrange for the Accessing Party to gain access. If We require a key or other means of access to Your Premises, it will be held with the Meter reading company. For security purposes, access to this information can only be obtained by contacting Us.

11.12 If You refuse to provide or You obstruct or fail to provide access as required by any Accessing Party We may charge You for any costs incurred to gain access to Your Premises or suspend supply in the case of LPG cylinders as detailed in clause 15.4 or disconnect supply as detailed in clause 13.1(b).

12. INTERRUPTIONS TO YOUR SUPPLY

Reasons Your supply be interrupted

12.1 The Distributor or Lines Company may delay, suspend, interrupt or reduce the supply of Energy to any Point of Connection if an issue arises in relation to that Point of Connection and You acknowledge and agree that, without limiting any rights You may have against any person under the Consumer Guarantees Act, neither We, nor any Distributor has any control over the quality of Natural Gas delivered to You under this Agreement. The Distributor will endeavour to restore the supply of Energy to a Point of Connection where the supply has been interrupted.

12.2 Your Energy supply may also be interrupted, delayed, suspended or reduced for any of the following reasons:

(a) To upgrade the quality of supply to Your Premises or surrounding area and to connect new customers and subdivisions which depend on the same Network assets as Your Point of Connection.

(b) Inspecting, testing, maintaining, repairing or doing any alterations or additions to Your Premises, Your installations, equipment, Meters and associated equipment, the Network, the Maui pipeline, the transmission system or any upstream production facility.

(c) To avoid any damage or interference, or to ensure the integrity, compliance, security and safety, in relation to the Network, the Maui pipeline and the transmission system and to avoid or mitigate damage to the equipment of any person connected to the Network.

(d) In the event of an emergency and to protect persons or Premises and/or for any other health and safety reasons.

(e) To ensure compliance with law and the contractual obligations of Us and/or the Distributor.

(f) To comply with proper instructions from the Distributor (where We arrange for Your supply to be interrupted), Transpower, the Electricity Commission, or any regulatory authority.

(g) In the event of a critical contingency under the Gas Governance (Critical Contingency Management) Regulations 2008.

(h) To maintain a safe environment and the safety and security of the Network.

(i) To prevent unexpected short-term overloading of the Network or for any other reason beyond the reasonable control of the Distributor.

(j) To prevent voltage levels rising or falling outside statutory requirements.

(k) For load controlling purposes.

Reporting and obtaining information about interruptions to Your supply

12.3 If You need to report an interruption to Your Energy supply or access information about a supply interruption, You can contact Your Lines Company or Distributor by using the faults number supplied on Your Bill. If You are unable to do this You can contact Us by using any of Our contact details set out in Schedule 1.

12.4 You can report and access information about a supply interruption on a 24 hour basis by calling Our Faults number which can be found under Our contact details set out in Schedule 1.

What We do if We know of an interruption to supply

12.5 Unexpected interruptions to Your supply can happen for various reasons. After learning of an unplanned outage on the Network, We will aim to arrange for Your supply to be restored as soon as practicable.

12.6 If, as the result of a fault, You do not receive Energy, We will, following receipt of notification from You regarding the fault, promptly notify a subcontractor or Distributor (as the case may be) to endeavour to rectify the fault. Additional Fees may be charged for such work, but We will inform You of any additional Fees before sending a representative. If the fault is found to be internal to Your Premises You will be charged for the costs involved in repairing the fault. You will not be charged if the fault is found to be on the Network.

12.7 We will communicate the duration of planned interruptions to Your supply by providing no less than 4 Working Days' notice and We will use reasonable endeavours to ensure that any interruption does not continue after its scheduled duration.

13. DISCONNECTION OF YOUR SUPPLY

Reasons why Your supply may be disconnected

13.1 In addition to disconnection for non-payment (see clause 10.2), or as a result of a planned or unplanned supply interruption, You may be disconnected (by Us or the Distributor or Network Owner) for the following reasons:

(a) Safety reasons, including where trees, vegetation or other obstacles are close to or touching Lines or related equipment so as to create an immediate danger.

(b) If You prevent Us or the Distributor from coming onto Your Premises where access is required in accordance with clause 11.5.

(c) Where there is reasonable evidence of Energy theft.

(d) Where there is reasonable evidence of a breach of any law, a failure to provide the required certification under clauses 14.4 or 14.5, a failure to comply with any reasonable instruction or request from a Distributor, Lines Company or Meter Owner, or wilful interference or damage by You to any equipment relating to the supply of Energy to Your Premises.

(e) If You generate Energy at Your Premises and send it into the Network without consent from Us or the Distributor.

(f) If You send signals or other communications through the Network.

(g) If You use Energy at Your Premises in a way that interferes with the quality of the Energy supplied to others or interferes with the Network and You do not stop the interference as soon as You become aware of it.

(h) If You threaten, bully, or harass any of our staff. This includes (but is not limited to) the use of racism, sexism, verbal, and physical abuse.

13.2 We may also cease supplying one or more services under this Agreement if We:

(a) cease to have an agreement with the Lines Company for the provision of Lines function services on Your Network or the applicable use of system agreement applicable to the Network is terminated.

(b) determine (in Our sole discretion) that the supply of Electricity, Natural Gas and/or LPG is no longer financially viable for Us (including where there have been changes to the terms of supply or prices charged to Us by upstream Energy providers).

13.3 You must contact Us at least 15 Working Days before You demolish or remove any buildings on Your Premises, so We can arrange to have the power supply from those buildings permanently disconnected.

What is the process for disconnection?

13.4 Except in the case of agreed, emergency disconnections, vacant disconnections, We will provide You with:

(a) 7 to 14 Working Days' notice of disconnection before any disconnection occurs; and

(b) a further 3 Working Days for the delivery of the notice; and

(c) a final warning no less than 24 hours or more than 7 Working Days before the disconnection occurs. The final warning will also provide the timeframe for disconnection. This will be a separate notice to the notice referred to in subclause (a) and will be sent to the address provided by You. Because of the importance of this letter, We will include a message on the outside of the envelope advising that an electricity disconnection notice is enclosed, and that the property is scheduled for disconnection.

13.5 In the case of agreed, emergency disconnections, vacant disconnections, We will try to notify You if We have sufficient notice to inform you before the disconnection takes place.

13.6 Any warning or notice of disconnection that We provide to You will include information about the reasons for the disconnection, Our dispute resolution processes, details of how You can avoid disconnection, including where applicable, where and how You can pay the amount owing, and Our policies that may help You manage Your payments if You are having difficulty paying Our Bills.

13.7 You must advise Us as soon as possible if disconnection presents a clear threat to the health or well-being of You or a member of Your household.

13.8 Disconnections will occur on a Working Day that is not a Friday or the day before a Public Holiday.

13.9 If You have an advanced Meter at Your Premises, We may undertake the disconnection of Your supply remotely.

How to request disconnection of Your Premises

13.10 If You would like Your Premises to be temporarily disconnected (for example to allow You to carry out building work or maintenance to the Premises), You must give Us at least 2 Working Days' notice of the date on which You wish to be disconnected and reconnected and pay any costs associated with the temporary disconnection and reconnection, as set out in Schedule 2.

13.11 If You would like Your Premises to be permanently disconnected, You must give Us at least 15 days' notice prior to the date on which You wish to be disconnected and provide Us with access to Your Premises.

Charges You may incur for disconnection

13.12 Our charges relating to arranging disconnections and reconnections are set out in Schedule 2. We will let You know if there is something You can do to avoid incurring any disconnection or reconnection Fees.

Reconnection of Your supply

13.13 If You are requesting a New Connection or asking for a reconnection after 6 months or more of being disconnected, You need to obtain the appropriate certification from a licensed electrical inspector or other approved service provider. You must pay any costs associated with certification.

13.14 Before We or the Distributor reconnect You, We may require You to:

(a) Pay all amounts You owe Us, including any Fees which may include a disconnection and reconnection fee.

(b) Pay any collection costs We incurred in obtaining payment of the amounts You owe.

(c) Agree on a satisfactory method for paying future charges.

(d) Remedy the situation that resulted in the disconnection.

(e) If requested by the Distributor, pay Us all fixed daily charges for Your Energy supply (as set out in the Welcome Letter and amended from time to time) incurred between the date of Your last disconnection and the Commencement Date, if You disconnect and reconnect seasonally (i.e within a 12-month period).

13.15 Once You have satisfied the requirements for reconnection We will arrange to have Your Energy supply restored as soon as reasonably practicable. If You have an advanced Meter at Your Premises, We may reconnect Your Energy supply remotely.

14. RESPONSIBILITY FOR EQUIPMENT

Our obligations

14.1 We will endeavour to ensure that equipment used in the provision of Network Services for delivery of Energy to You (except for the equipment You are required to maintain under this Agreement) is monitored and maintained by Our Representatives and contractors in line with good industry practice prevailing in New Zealand. The Distributor is responsible for maintaining the Network Services to Your Premises

14.2 You acknowledge that the Network, including any part of the Network situated on Your Premises, is and will remain the sole property of the Distributor, and that no provision of this Agreement nor the provision of any services by the Distributor in relation to the Network will confer on You or any other person any right of property or any other interest in or to any part of the Network or any Distributor's equipment that is used to provide any such services.

Metering Equipment

14.3 You are responsible for:

(a) maintaining the electricity and gas Meter box and board on which the Meter(s) or related equipment are located together with any fuse board, main switch, internal wiring and the wires that connect Your Premises to the Network;

(b) informing Us immediately about any Meter information You become aware of. This includes the location, upgrade or repair, removal, damage, broken seal on Meter box or main switch board, tampering, fault, no Meter display or any other matters directly relating to Your Meter(s). We need to be informed as soon as possible to ensure We can act and attend to any issues regarding Your Meter(s) in a timely manner. Without any notification or prior warning, We are unable to attend to a request and this can lead to extra Fees being incurred, estimated Bills, fines or continual Meter problems. This applies to whether You have just moved into a new home or at Your current Premises.

14.4 We may, at any time, require You (at Your own cost) to supply Us with a certificate of compliance issued or approved by the Lines Company, Your electrician and/or Your gas fitter which certifies that (i) the wiring that connects Your premises to the Network complies with all statutory and regulatory requirements and codes of practice or procedures (including the lines function services safety and technical requirements, available at www.energysafety.govt.nz; and (ii) Your Gas installation, fittings and appliances comply with all statutory and regulatory requirements and codes of practice or procedure. If You are unable to supply Us with the required certification within a reasonable timeframe, We will not be required to supply Energy to You under this Agreement and You will be deemed to be in breach of this Agreement.

14.5 We may, at any time and in Our sole discretion, replace the Meter at Your Premises (including any analogue Meter) with an advanced meter or other type of Meter. You must not interrupt or delay any such Meter replacement. If an advanced Meter cannot be installed at Your Premises because of non-compliant wiring at Your Premises, because the advanced Meter would, when installed, represent a safety hazard, or because there is insufficient space on Your Meter board for the installation, We may require You (at Your own cost) to undertake appropriate remedial work on Your wiring or Meter board and/or supply a certificate of compliance (from a certified service provider) in respect of such remedial work before the installation of the advanced meter can occur. If You are unable to undertake the required remedial work and/or, if requested, supply us with the required certification within a reasonable timeframe, and such failure may place Us in breach of any of Our statutory or other regulatory obligations, We may cease supply to You. We may install an aerial if there is a problem communicating remotely with Your advanced Meter. We will discuss other options with You if installing an aerial does not overcome the communication issues.

14.6 We will arrange to have tested any Metering Equipment on Your Premises that We or You think is faulty. If the testing reveals the Metering Equipment is not operating within accepted industry standards, to the extent the fault was not caused or contributed to by You, We will arrange to replace or repair it, meet the cost of the testing, and refund, or debit or credit Your Energy Account with the value of Our assessment of the error in the previous charges from Us if the Metering Equipment has been found to be measuring inaccurately.

14.7 If You request a Meter test, We may charge You for the cost of the Meter testing if the Metering Equipment is found to be measuring the supply of Energy within accepted industry standards. We will tell You the cost before undertaking the test.

14.8 Tampering with a Meter is dangerous and may be a criminal offence. You must act prudently with respect to Metering Equipment and must not (and must take all reasonable steps to ensure no-one) tamper or interfere with Metering Equipment at Your Premises, and You must tell Us immediately if You become aware there may be a problem with Your Metering Equipment, for example, if Your Bill is unusually low or the Meter has stopped.

14.9 You must ensure that the Metering Equipment is not sold, assigned, underlet, mortgaged, pledged, charged, encumbered or used as security in any way and ensure that the Metering Equipment is not and does not become a fixture or fitting on Your Premises.

14.10 You must pay for the Energy that We estimate You would have used while Metering Equipment was not reading correctly if Metering Equipment at Your Premises is tampered or interfered with or bypassed, You take advantage of Metering Equipment that is inaccurate or not operating correctly, or You cause, or allow someone else to cause, any other loss or damage to Us, the Lines Company or Meter Owner.

14.11 We may also require You to pay for any costs or losses We incur in investigating the interference, replacing or repairing any damage to the Metering Equipment caused by You, or arranging to have the supply of Energy to You ceased, restrict, limit or suspended, and/or taking legal action against You.

14.12 All data collected from Your Meter will be owned by Us, except where such data constitutes Your personal information, in which case such information will be held and used by Us in accordance with clause 19

Other equipment

14.13 You must maintain all of the equipment between Your Premises and Your connection to the Network, including the Consumer Service Lines which You must maintain in a safe condition using a suitably qualified person (except if and to the extent that the Distributor is required by law to provide and maintain those lines or the Distributor agrees to maintain the Consumer Service Lines). If You are uncertain where Your Point of Connection to the Network is please contact Us. In most cases the Point of Connection is at the pole fuse for an overhead connection and the property boundary for an underground connection.

14.14 You must provide and maintain (at no cost to the Lines Company or Meter Owner), suitable space for the safe and secure housing of the Metering Equipment and any Lines Company or Meter Owner's equipment relating primarily to the connection to the network of ICPs at Your Premises.

14.15 You must take all reasonable precautions necessary to protect the Distributor's equipment from damage and shall not (and shall ensure that none of the inhabitants of or visitors to, the Premises, including Your contractors or other invitees) interfere with, damage or work on any part of the Network, any Meter(s) or related equipment or any property of a Distributor, the Lines Company or any other equipment which is used in connection with the supply of Natural Gas or LPG to You. If You (or any of the inhabitants of or visitors to the Premises, including Your contractors or invitees) do damage any equipment of the Distributor, Meter Owner or Lines Company (or any of their contractors, representatives or agents), You will pay the cost of making good the damage to Us, the Lines Company, Meter Owner, Distributor or other third party (as applicable).

14.16 You will follow the reasonable directions of the Distributor, Lines Company and any critical contingency operator to ensure the integrity, efficiency, security and safety of the Network and Lines Company's equipment (including providing the Lines Company with a reasonable opportunity to recover its equipment prior to any planned destruction of Your Premises).

14.17 If We or the Meter Owner (or any of our representatives) make an appointment with You to install, connect, test, inspect, maintain, repair, replace, alter, service, clean, disconnect or remove any Metering Equipment or other equipment on Your Premises (or connecting Your Premises to the Network) and You miss the appointment, We may acting reasonably and having regard to the circumstances around Your failure to attend the appointment pass on to You the reasonable charges incurred by Us as a result of You missing the appointment and/or organising and attending another appointment.

Embedded Networks

14.18 If Your fittings or other equipment (for which You are responsible under this clause 14) are connected to an embedded Network (whether at the Commencement Date or at any time during the Term of Your Agreement), the Lines Company that is the owner of the relevant embedded Network (and not the Distributor) is solely responsible for the conveyance of electricity to Your Premises. As a result, the Distributor shall have no liability to You in respect of the embedded Network or the conveyance of electricity to Your Premises.

14.19 Embedded Networks commonly exist in airports, apartments, some subdivisions, commercial buildings and malls. If You are not sure whether the fittings or other equipment (for which You are responsible under this clause 14) are connected to an embedded Network, please contact Us and We will be able to tell You whether You are or not at the time at which You call.

15. SPECIAL TERMS RELATING TO THE SUPPLY OF LPG

Ordering, delivery and installation of LPG cylinders

15.1 You can order Your LPG cylinders by calling Us, sending Us an email or filling in the order form online at Our Website.

15.2 The Distributor will supply LPG cylinders for the supply of LPG to Your home and We will do Our best to arrange delivery to You within 2-7 Working Days of Your order.

15.3 If urgent delivery is required, You can call Us. If We are able to make arrangements so that an urgent delivery request is fulfilled, an LPG urgent delivery fee will be charged for this service as set out in Schedule 2.

15.4 The installation, supply or delivery of LPG cylinders may be interrupted, delayed or suspended at any time for the purposes of security, safety, repair or maintenance or where You prevent Us or the Distributor from coming onto Your Premises where access is required in accordance with clause 11.5.

15.5 You must (and You undertake to Us that You do) hold all certificates required by law in relation to the installation, connection or supply of LPG to or at Your Premises. We shall not be required to arrange the supply of LPG until You are able to evidence such certificates.

Ownership of LPG and LPG cylinders

15.6 The LPG delivered to You remains Our sole and absolute property until We have received payment in full of all outstanding amounts owed by You to Us pursuant to this Agreement.

15.7 The LPG cylinders will remain the property of the equipment supplier at all times and may not be sold, rented, charged or otherwise transferred without Our prior written consent. You will ensure that the LPG cylinders are not, and do not, become a fixture or fitting of Your Premises.

15.8 You acknowledge and agree that, if You are in default of any term of this Agreement, We or the Distributor may enter any premises occupied by You to recover the LPG, LPG cylinders and/or associated equipment. If the premises are those of a third party, We or the Distributor may enter and recover the LPG and/or associated equipment as Your agent.

Use and care of LPG cylinders

15.9 The LPG cylinders must only be used to store and dispense LPG supplied by a Distributor or as arranged by Us for the entire time You remain a customer with Us.

15.10 You must comply with all reasonable instructions of Us or a Distributor relating to the use of LPG cylinders.

15.11 The LPG equipment must remain in Your possession during the term of this Agreement and You are responsible for the security and condition of the LPG cylinders and related equipment. Any cylinders or related equipment which is lost or damaged by You or while in Your possession will be invoiced to You at replacement value.

15.12 You will not use and will immediately notify Us by telephone if You suspect an LPG cylinder or other related equipment is not in good

working order or has any defect (including where any unintended escape of LPG from a cylinder has occurred).

15.13 You must provide and maintain, at Your cost, a suitable space for the secure housing of Your LPG cylinders and related equipment in accordance with the LPG Association Code of Practice (which You can access via a link on Our Website). In summary, cylinders and related equipment should not be installed in an inaccessible location, under a stairway, in a location where there would be no air movement across the cylinders and other equipment, under a building (unless permitted by the LPG Association Code of Practice), in a position that would obstruct exits from a building, buried in the ground, or where damage is likely to occur, unless adequate protection is provided.

15.14 You must not interfere with the cylinders or associated equipment except where action has to be taken to protect the health and safety of persons or to prevent damage to property.

What will happen on termination of Your Agreement

15.15 Upon termination of this Agreement, You shall make the cylinders available for collection by Our or the Distributor's representatives and contractors at any time within 10 Business Days after the date of termination.

16. DANGEROUS SITUATIONS

16.1 The electricity Lines that supply Energy to Your Premises and the grid are live. If You touch them or the bare conductors that connect them to the house, You may be seriously injured or killed. Before You do any work near electricity Lines, arrange with Your Distributor to identify any problems or disconnect the supply. You should contact Transpower before doing any work near the grid.

16.2 For Your own safety, We suggest that You contact a professional tree trimmer before attempting to remove tree branches and vegetation from or near electricity Lines and related equipment.

16.3 The equipment used to supply Energy to You has a limited capacity. You must inform Us if You expect to substantially increase the amount of Energy You use.

16.4 Surges or spikes are momentary fluctuations in voltage or frequency and are not treated as interruptions. We strongly recommend that You install surge protection devices for sensitive equipment like computers, microwaves, video recorders, televisions and other electronic devices. Contact Your electrician or manufacturer for information about how to guard against surges, spikes and other fluctuations.

16.5 We recommend that You consider taking out insurance against surges, spikes and other fluctuations or interruptions in Energy supply.

16.6 Only a qualified person may connect, disconnect, or reconnect Your Premises to the Network.

16.7 For more information on electrical safety matters, contact the Energy Safety Service www.ess.govt.nz or www.ea.govt.nz.

16.8 If You send or receive signals over the Network and/or You wish to generate Electricity at Your Premises and it is possible to send it into the electricity Network, You must obtain prior consent from Us and Your Distributor. A separate agreement will set out the circumstances in which You may be able to obtain payment or a credit for Electricity You send into the Network.

16.9 You must ensure that the way You use Energy at Your Premises does not interfere with the quality of the Energy supplied to others or interfere with the Network. If it does, You must stop the interference as soon as You become aware of it. You will also be deemed to be in breach of this Agreement if You have become aware of the interference and do not stop it.

17. FORCE MAJEURE

17.1 We may be prevented from meeting Our performance commitments due to an event of force majeure. Following a force majeure event, We will try to restore services to You as soon as reasonably practicable.

17.2 A force majeure event includes, but is not limited to acts of God, war (whether declared or not), terrorism, riots, civil insurrection, epidemic, strikes and any other industrial action, storms, lightning, flood, earthquake, fire, landslide, accumulation of snow or ice, acts of animals, motor vehicle or other accident, faults in the Network or acts or omissions by the Distributor, malicious damage, surges, spikes, other fluctuations or interruptions in the supply of Electricity 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, and Your acts or omissions or any defect or abnormal conditions in or about Your Premises.

18. POTENTIAL LIABILITY AND INDEMNITY OF EACH OF US

Consumer Guarantees Act

18.1 Nothing in this clause shall act to limit or reduce Your rights against Us or any third party under the Consumer Guarantees Act 1993 (**CGA**). The CGA gives You the benefit of a guarantee of acceptable quality in the supply of gas and electricity services. If this guarantee applies to Us and if We breach this guarantee, Your rights of redress are set out in the CGA. However, where You acquire Energy for the purposes of trade (i.e. for Your business), You agree that the warranties and guarantees in the CGA will not apply to You (and that You will have no right to make a CGA related claim against Us or the Distributor) in respect of the supply to You under this Agreement.

Damage to Your property or Premises

18.2 Subject to clause 18.3 below, We shall be liable to You for the direct costs incurred in repairing or replacing Your property or Premises (as applicable) where (and only to the extent) Our or any of Our contractors, suppliers, representatives or agents (excluding any Distributor, in respect of which liability is dealt with in clause 18.7 below) actions or omission undertaken in connection with this Agreement have directly caused damage to Your property or Premises. This shall constitute Our only liability to You under or in connection with this Agreement, except to the extent that liability cannot be excluded by law (for example, any liability We may have to You in respect of a Consumer Guarantees Act claim), provided that:

(a) where We are liable to You under this Agreement as a result of Our (including any of Our employees) actions or omissions, Our maximum liability to You (including for any damage to Your property or Premises) shall not exceed $10,000 per event; and

(b) where We are liable to You under this clause 18.2 as a result of the actions or omissions of any of Our contractors, suppliers, representatives or agents Our maximum liability to You for the damage to Your property or Premises (for any event or related series of events) under this clause 18.2 is limited to the amount We recover from Our contractors, suppliers, representatives or agents (less any costs incurred by Us in connection with such claim).

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

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

Limitations on the liability of Us and third parties to You

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

18.5 Other than as expressly provided for in this Agreement (including under clause 18.2 above), the liability of each Distributor, Meter

Owner, Lines Company and the owner/operator of the Maui Pipeline and transmission system (and each of Our and their directors, employees, contractors, agents and representatives), including any liability in tort (including negligence), breach of statutory duty, equity or otherwise, is excluded to the maximum extent permitted by law.

18.6 Subject to any rights You may have under the CGA, You acknowledge and agree that You may not (and shall not) take any action directly against any of the Distributor, Meter Owner, Lines Company or the owner/operator of the Maui Pipeline or transmission system (or any of their directors, employees, contractors, agents or representatives) for any loss, liability, cost or damage You suffer or incur in connection with the supply (or non-supply) of Energy to You under or in connection with this Agreement.

18.7 If You believe that a Distributor or Lines Company has caused You loss or damage, You should advise Us. We may, acting reasonably and subject to clause 18.8 below, seek to try to recover from the Distributor the amount of any loss or damage You claim to have suffered. If We recover anything from the Distributor that is directly applicable to the loss or damage You have suffered We will pass through to You the amount so recovered (less Our reasonable costs of recovering such amount). If the amount We recover from the Distributor relates to more than one customer, We will distribute the amount recovered (less Our reasonable costs of recovering such amount) in proportion to each customer's identified loss. Other than passing on any such amounts to You, We will have no liability to You in respect of any acts or omissions of any Distributor (or any of its employees, contractors, agents or representatives).

18.8 In respect of the arrangement of supply of LPG to You, to the extent that Our contractors, suppliers or representatives' liability to You cannot be excluded by law, Our contractors and representatives' liability to You shall not exceed, to the extent permitted by law, $100 per event or series of related events.

18.9 If, despite 18.2 above, the Lines Company is liable to You, the maximum liability of the Lines Company for any claim by You shall not, in any circumstances, exceed the per-Customer compensation amounts available for that event (or series of events) under the applicable complaints resolution scheme referred to in section 43E of the Gas Act 1992. Further, the liability of the Lines Company shall be reduced by an amount (if any) for which We are liable to You in respect of such claim (or series of claims).

18.10 Without limiting the above limitations of liability, neither We (nor the Distributor, Lines Company, Meter Owner or any of Our or their employees, contractors, agents or representatives) will be responsible for any damage caused to sensitive appliances, including loss of electronic data, arising from momentary surges, spikes and other fluctuations or interruptions in the voltage or frequency of the Energy supply, or any loss or damage caused by You failing to switch off any appliances at Your property prior to reconnection.

18.11 To the extent permitted by law, none of Us, the Distributor, Lines Company, Meter Owner, the owner/operator of the Maui Pipeline and transmission system (nor any of Our or their employees, contractors, agents or representatives), will, in any circumstance, be liable to You or anyone else for any personal injury or death of any person, any special, indirect or consequential losses, loss of data, loss of business, profits, goodwill, reputation, contract or use, or other similar losses, or any loss or damage arising from a circumstance beyond that person's control (a force majeure event) whether or not the possibility of such loss or damage could have been reasonably foreseen.

18.12 The limitations of liability set out in this section or elsewhere in this Agreement extend to Our employees, agents, sub-contractors, the Lines Company, the Meter Owner and any Distributor (and any of their representatives and contractors) for the purposes of the Contracts (Privity) Act 1982. The other provisions in this Agreement that refer to the Distributor, the Meter Owner and/or the Lines Company (or any of their representatives or contractors) are intended to be for the benefit of, and are enforceable by, the Distributor, Meter Owner or the Lines Company or any of their representatives or contractors (as applicable) under the Contracts (Privity) Act 1982.

Third party contracts

18.13 In order to arrange the supply of Energy to You under this Agreement, We have contracts with third parties (including Distributors). You agree that:

(a) You will not knowingly do anything that would cause Us to be in breach of Our arrangements with these third parties which You know about or which You ought to know about, given the information available to You, and You will comply with the reasonable requirements of such third parties relating to the supply of Energy to You (including providing information and access to property and Premises as requested from time to time);

(b) You will be responsible for all losses of any nature suffered by Us under or in connection with any third party contract that arises out of or in connection with any breach of this Agreement by, or negligent act or omission of, You (or any of Your invitees or contractors) under or in connection with this Agreement and/or the supply of Energy to You;

(c) You will be responsible to the Lines Company for any direct loss or damage to the extent caused or contributed to by Your (or any of Your officers, employees, agents or invitees) fraud, dishonesty or wilful breach, arising out of or in connection with the services provided by the Lines Company under the relevant use of system agreement.

18.14 If You enter into any agreement or other arrangement with any third party relating to the control of Your load, You will: (i) ensure that the load is not already controlled by the Distributor; (ii) ensure that the third party does not interfere with or damage any load control systems owned by Us or the Distributor; (iii) in the event that any damage or loss is suffered or incurred by Us, the Distributor or the Lines Company as a result of the actions (or omissions) of the third party, ensure that the third party promptly remedies (at its own cost) any such loss or damage; (iv) ensure that the third party makes the load available to the Distributor to enable the Distributor to fulfil its obligations as an asset owner and meet the service standards applicable to distribution services; and (v) prior to controlling any load, the third party enters into an agreement with the Distributor containing the protocols for the use of the load and such other terms required by the Distributor.

Your liability to Us

18.15 Except to the extent that liability cannot be excluded by law, where You are liable to Us under this Agreement as a result of Your (including any of Your family members, agents or representatives) actions or omissions, Your maximum liability to Us shall not exceed $10,000 per event.

19. HOW WE DEAL WITH YOUR PERSONAL INFORMATION

19.1 Information about You will be held and used by Us and/or the Distributor in accordance with The Privacy Act 2020. Under the Privacy Act, You or any other joint customer under this Agreement may access and request the correction of any of the information We and/or the Distributor hold under this Agreement. More information about how We comply with the Privacy Act is published in Our Privacy Policy, available on our website.

19.2 In addition, You or a person You authorise can request from Us information used by Us to calculate the amount of electricity conveyed to or from You at each ICP and information used by Us to provide a service to You about the amount of electricity conveyed to or from You at each of the ICPs, provided that We either are supplying or have during the then previous 24 months supplied, electricity to You at those ICPs. There is no cost to You in receiving this information, except if You (or any person You authorise) has made four or more previous requests for similar information in the then previous 12 months, in which case We may impose a reasonable charge for providing this information. You or Your representative may make a request for such information by contacting Us using Our Contact Details at the end of this Agreement. We will remind You each year of Your right to obtain this information.

19.3 We and/or the Distributor may also use any information We and/or the Distributor collect and hold about You for any or all of the following purposes:

(a) To arrange the supply of Energy to You.

(b) To Bill You.

(c) To carry out credit checks or debt collection.

(d) To update or maintain credit information and files held about You (including reporting on Your payment history), which may be accessed by customers of credit reporting agencies.

(e) To send You notices or contact You.

(f) In relation to any dealings We and/or the Distributor have with Your alternative contact/s.

(g) To meet the requirements of the Energy governance regulations and rules.

(h) In regard to the Electricity and Gas Complaints Commissioner Scheme in connection with any complaint made by You.

(i) To meet the requirements of the Distributor, the operators of the grid or Network or a trust or co-operative that owns that Distributor.

(j) To contact the Distributor and/or the trust or co-operative that owns that Distributor so that they may pass on rebates or discounts or prepare electoral rolls of trust beneficiaries.

(k) To communicate with the operator of the grid or Network for the running of their respective networks.

(l) To ensure compliance with any of Our and/or the Distributor's health and safety obligations.

(m) To verify the authority of any third party who requests information about Your consumption of electricity on Your behalf (as set out in clause 19.2), and if verified to supply them with such information requested (as set out in clause 19.2).

(n) To contact any person, We and/or the Distributor are required by law to provide with information about You.

(o) To address mail to new occupants c/- Your name on rural delivery routes, if necessary, to ensure that mail is delivered to new occupants at Your old address.

(p) To verify Your identity when You contact Us and/or the Distributor.

(q) To inform or contact You about our products, special offers, publications and other promotions We think You may be interested in (including via mail, email or other electronic communications)..

(r) To contact You 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.

(s) For any other purpose or use specifically set out in Our Privacy Policy.

19.4 You authorise any person to provide Us and/or the Distributor with such information about You as We and/or the Distributor may require in response to Our and/or the Distributors' queries for any of the purposes set out above. We and/or the Distributor may discuss Your Account with Work and Income New Zealand so that they may provide assistance to You.

19.5 You authorise Us to include a notification on the envelope of any notice addressed to You under clause 13.4(c) to the effect that the envelope contains a final disconnection notice and that the property is scheduled for disconnection.

19.6 We and/or the Distributor may record all communication with You and Your representatives. We do this to help train and monitor Our customer service staff, to confirm Our contractual commitments with You, to help resolve disputes and for market research purposes.

19.7 The information gathered from surveys will be used primarily to provide Us with feedback and/or improvements to services. In the instance where the survey is part of a promotion, We reserve the right to use the prize winners' names for publicity purposes.

19.8 To get access to information about how We and/or the Distributor collects and stores information about You, contact Us using any of Our Contact Details set out in Schedule 1.

20. GENERAL TERMS

20.1 You may nominate one or more people as an alternative contact to make decisions for You under Your Agreement. An alternative contact could be a family member, friend or a social agency. However, You are still responsible for all customer obligations set out in Your Agreement, including for any acts or omissions made by Your alternative contact. If You are facing disconnection and We cannot contact You, We will make all reasonable endeavours to contact Your alternate contact prior to any disconnection.

20.2 Any terms in this Agreement which, by their nature, should survive the termination of the Agreement (including clauses 2.8, 5, 10, 11, 18 and 22) shall survive the expiry or earlier termination of this Agreement.

20.3 We reserve the right to change part or all of this Agreement by notifying You of changes that are posted on Our Website. Any revisions will be applicable 30 days following the date of notification. If You do not agree to such changes, then You can terminate this Agreement.

20.4 We reserve the right to subcontract, transfer or assign all or any of Our rights and obligations under this Agreement to an appropriate third party, acting reasonably. We agree to notify You of such a transfer or assignment. You may transfer or assign any of Your rights or obligations under this Agreement to any person upon receiving Our consent in writing.

20.5 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 ensure continuity of your Energy supply.

20.6 Any number of people may join as customers under this Agreement. Each customer is individually and jointly liable for all money owing to Us and all other customer responsibilities set out in this Agreement while he or she is a customer. Each such customer may exercise all rights under this Agreement without the consent of any other such customer. If one customer under this Agreement no longer wishes to be a joint customer, You will need to notify Us in writing. We may require the remaining customer(s) to enter into a new Agreement. When You cease to be a joint customer, You are still liable for all customer responsibilities that arose until You ceased to be a joint customer.

20.7 The Electricity Authority may assign Our rights and obligations under this Agreement to another retailer if We have committed an event of default (as that term is defined in the Electricity Industry Participation Code 2010) in which case the terms of this Agreement will be amended to reflect the standard terms of the other retailer's standard terms and conditions or such other terms that are more advantageous to You than the standard terms, if the other retailer and the Authority agree, and may include a minimum term, and We may be required to provide information about You to the Authority (who may pass that information on to the other retailer).

20.8 In the event of any conflict between this Agreement and the Electricity and Gas Commissioner Complaints Scheme (the "Scheme"), the Scheme prevails. You can obtain a copy of the Scheme from Utilities Disputes Limited (www.utilitiesdisputes.co.nz).

21. NOTICES

How notices will be provided to You

21.1 A notice from Us to You may be:

(a) Printed on Your Bill.

(b) Delivered to the address to which You asked Us to send notices.

(c) Posted to Your last known postal address.

(d) Emailed to Your last known email address, if You have agreed to have notices delivered in this manner.

(e) Faxed to Your last known fax number, if You have agreed to have notices delivered in this manner.

(f) Texted by Us or a contracted third party.

(g) Given over the phone from one of Our Customer service team.

(h) Delivered in person by a representative on Our behalf.

(i) Uploaded onto Our website, in which case We will notify You of the proposed change on Your monthly invoice.

21.2 To ensure You receive the notices We send please update Us with Your contact details should they change.

How You can provide notice to Us

21.3 A notice from You to Us under this Agreement may be delivered, posted, emailed or faxed to Us or made by phone via the contact details set out in Schedule 1 (or any updated contact details which We notify You of in writing).

22. WHAT TO DO IF YOU HAVE FEEDBACK OR COMPLAINTS REGARDING US OR THE SUPPLY OF ENERGY TO YOU

22.1 You can provide feedback on the services You receive by contacting Us by phone or email (see Schedule 1 for contact details). Alternatively You can submit Your feedback online at www.pulseenergy.co.nz/feedback-or-complaints/.

22.2 You have the right to make a complaint about Our service. Our staff will acknowledge Your complaint within 2 Working Days either verbally or in writing (excluding time for delivery) and inform You of the steps to be taken to reach a resolution. In some cases, We may ask You to put Your complaint in writing to help Us resolve Your complaint more effectively.

22.3 Our complaints resolution process is free and We are committed to delivering fair and effective outcomes in good faith.

22.4 We aim to meet the standards required by the Utilities Disputes Scheme, the free and independent dispute resolution service, of which We are a member.

22.5 You may refer Your dispute to the Utilities Disputes Commissioner (whose contact details are below), if:

(a) You are unhappy with the way We propose to resolve Your dispute.

(b) Your dispute is not resolved within 20 Working Days of Us receiving it and We have not written to You explaining why We need further time.

(c) Your dispute is not resolved within 40 Working Days of receiving it.

22.6 Utilities Disputes Limited

PO Box 5875
Freepost 192682
Lambton Quay
Wellington 6140
Free phone: 0800 22 33 40
Email: info@utilitiesdisputes.co.nz
Website: www.utilitiesdisputes.co.nz

22.7 Unless otherwise agreed with a Lines Company, We will refer all lines complaints arising under this Agreement to the relevant Lines Company to manage and resolve.

23. DEFINITIONS USED IN YOUR AGREEMENT

Account means Your customer Account with Us for the provision of Energy services in respect of Your Premises;; **Agreement** has the meaning set out in clause 2.1; **Bill, Billing, Invoice, Statement** refer to the bill We send You each month; **Commencement Date** has the meaning set out in clause 2.6; **Customer Service Lines** means those Lines that convey Energy between Your Point of Connection and Your Premises; **Distributor** means a person who supplies Network Services to any other person or persons (and includes the Distributor's representatives or contractors); **Energy** means any or all of Electricity, Natural Gas and LPG; **Energy Rate** means the energy rate(s) displayed in Your Welcome Letter under the heading Energy Rate. It does not include any other fees or charges specified in Your Welcome Letter or Schedule 2 to these terms and conditions; **Fees** means all fees, costs and charges outlined in Schedule 2 and Your Welcome Letter (as amended from time to time by Us on notice to You in accordance with these terms and conditions**); Hot Water Programme** means Pulse Energy's demand management programme under which We may manage or control the operation of Your electric hot water system. Specific Hot Water Programme terms may apply in addition to this Agreement; **ICP** means installation control point, which is a physical Point of Connection on a local Network or an embedded Network at which Energy will be deemed to be supplied to You; **Kilowatt-Hour** is known as the "unit" of Electricity (kWh). Natural Gas is converted to an equivalent unit for billing purposes; **Late Payment Fee** is the fee that You may be charged to cover the cost of late payment, as set out in Your Product Schedule; **Lines** mean works that are used or intended to be used for the conveyance of Energy and includes Customer Service Lines; **Lines Company** means any company or organisation that owns a Network, including an embedded Network, and its agents; **Low User** means a household which uses less than 8,000 kWh/year of electricity in the North Island and South Island or, less than 9,000 kWh/year in the lower South Island regions as defined in the Electricity (Low Fixed Charge Tariff Option for Domestic Consumers) Regulation 2004 and Amendment Regulation 2008; **Meter** means a Meter that measures the Energy used by You and includes all associated wiring and equipment; **Metering Equipment** means the metering and other equipment which is used to measure and/or provide information about Your Energy consumption (and, if appropriate, demand) of energy, including any covering for such equipment, and meters, loggers, communication devices, relays, current transformers, voltage transformers and any other equipment required to measure energy usage, and includes an advanced meter and the metering communications network; **Meter Owner** means a person who owns or controls a Meter; **Network** means Lines (other than Customer Service Lines), equipment and plant that is used to convey Electricity between the grid and Your Point of Connection and/or any distribution system used for the conveyance of Natural Gas to Your Point of Connection; **Network Charge** means the amount We are charged by the Network operator (and any other third party) to cover the provision of Network Services to You; **Network Service Charge** means the amount We charge You to recover the Network Charge that We pay for the provision of Network Services to You; **Network Services** includes the arrangement of the supply of Energy, contracting with the network operator for the supply of distribution and/or transmission services to Your premises and providing other goods and services that may be included in Your Product Schedule or provided under any additional terms and conditions of which We have notified You or otherwise agreed with You; **New Connection** means arranging the installation of Energy within Your Premises for the first time which can include adding Meter assets, registering Your ICP (including with the Electricity Registry) and becoming a customer; **Online Discount** means You may receive a discount if You have registered for Our online Billing service and do not require a paper Bill to be mailed to You. If a discount is applicable it will be as indicated in Your Welcome Letter; **Our Representatives** means the staff of Pulse Energy Alliance LP, Pulse Energy, Just Energy, Grey Power Electricity, Black Box Power, Pioneer Energy Retail., Electra Energy or third party contractors; **Point of Connection** means the point at which the responsibility for Energy supply equipment transfers to You; **Premises** mean the site to which Energy is supplied or is to be supplied to You; **Price Protection Rate** means the maximum Rate that Your Energy Rate cannot exceed during the fixed period of time shown in Your Product Schedule, subject to any limitations described in Your Product Schedule, whichever is earlier; **Price Protection** means that Your Energy Rate is fixed for the period of time stated in Your Product Schedule, subject to any limitations described in Your Product Schedule; ; **Privacy Policy** means Our privacy policy (as amended from time to time), which is available online at www.pulseenergy.co.nz/privacy-policy/. **Product Schedule** means the schedule of Energy products which will be provided to You and will form part of Your Agreement with Us; **Public Holiday(s)** means Christmas Day, Boxing Day, New Year's Day, 2 January, Waitangi Day, Good Friday, Easter Monday, ANZAC Day, the Sovereign's birthday and Labour Day; **Legacy Customer** means any customer on the Pulse Energy or Just Energy "Every Day Saver Plan" at the Commencement Date, for the period that such customer continues to be on the "Every Day Saver Plan"; **Standard User** means a household which uses more than 8,000 kWh/year of electricity in the North Island and South Island or more than 9,000 kWh/year in the lower South Island regions as defined in the Electricity (Low Fixed Charge Tariff Option for Domestic Consumers) Regulation 2004 and Amendment Regulation 2008; **Taxes** means any present or future tax, levy, impost, duty, rate, charge, fee, surcharge, surtax, excise, deduction or withholding of any nature, and which is applicable (directly or indirectly) to the arrangement of supply of Energy under Your Agreement; **We, Us, Our** means Pulse Energy Alliance LP for the purposes of this Agreement (and includes Our Representatives or contractors); **Website** means www.pulseenergy.co.nz; **Working Day(s)** means any day of the week other than Saturday, Sunday, and Public Holidays; **Working Hours** means 8am and 5pm on each Working Day; and **You, Your** means You; a person or persons for whom We arrange the supply of Energy or who applies for Us to do so.

SCHEDULE 1

CONTACT DETAILS

PULSE ENERGY ALLIANCE LP PO BOX 10044 DOMINION RD AUCKLAND 1010	
Phone	
Pulse Energy	**0800 785 733**
Faults	**0800 785 733 or as indicated on Your Bill**
Email	
Pulse Energy	**customer.care@pulseenergy.co.nz**
Website	
Pulse Energy	**www.pulseenergy.co.nz**
Our Customer Service team is available Monday to Friday from 8am to 5pm (excluding Public Holidays). Our hours of operation may change from time to time, for up to date hours please visit our website.	

SCHEDULE 2

FEES AND CHARGES

FEES AND CHARGES	AMOUNT (GST INCLUSIVE)
Special or Final Read	**$30.00**
Manual Meter Read Fee	**$12.00**
Electricity Reconnection	**From $95.00***
Electricity Disconnection (per visit)	**$115.00***
Electricity After Hours Reconnection**	**$170.00**
Gas Disconnection	**$115.00**
Gas Reconnection	**$140.00**
Gas After Hours Disconnection or Reconnection**	**$245.00**
Gas Same Day Disconnection or Reconnection	**$175.00**
Safety Reconnection and Disconnection (based on network)	**As quoted**
LPG Cylinder Rental Rate (per day)	**As quoted**
LPG Bottle Fee (per bottle)	**As quoted**
LPG Urgent Bottle Delivery Fee	**From $120**
LPG Weekend and Public Holiday Urgent Delivery Fee	**From $180**
LPG Bottle Delivery Turndown Fee	**$45 + urgent delivery fee if it was an urgent delivery**
Customer Site Visit	**$80.00**
Electricity Metering or Inspection Call Out (per visit and includes meter change, relocation, inspection and test)	**As quoted**
Lost Asset Fee	**As quoted**
Electricity New Connection or Livening	**$95.00**
Electricity Capacity Upgrade or Downgrade	**As quoted**
Gas Metering or Inspection Call Out (per visit and includes meter change, relocation, inspection and test)	**As quoted**
Gas New Connection or Livening	**As quoted**
Gas Capacity Upgrade or Downgrade	**As quoted**
Bill Copy	**$5.00**
In Store Payment Fee	**$2.50**
Physical Bill Delivery Fee	**$2.50**
Credit Refund (Direct Credit only. Free on Closed Accounts).	**$15.00**
COV (Certificate of Verification)	**$170.00**
No Access Fee	**$25.00**
Late Payment Fee	**$10.00**

* If your disconnection or reconnection fee is going to exceed this, We will make contact with You.

**The afterhours fee applies to any reconnection that is requested after 4pm and for completion the same day or any reconnection where the customer requests that it be done from 4pm onwards. Additional charges may apply for public holiday LPG deliveries.