

Standard

Terms & Conditions

for the supply of electricity



Meridian.

MERIDIAN ENERGY LIMITED (MERIDIAN) STANDARD TERMS AND CONDITIONS FOR THE SUPPLY OF ELECTRICITY

EFFECTIVE FROM:

- **NEW CUSTOMERS: 13 JUNE 2022**
- **EXISTING CUSTOMERS: 24 AUGUST 2022**

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1. INTRODUCTION

- 1.1 The terms and conditions in this agreement, together with **our** lists of rates, charges and fees as amended from time to time, govern the relationship between **Meridian** and **you** relating to **your electricity supply**.
- 1.2 When **you** interact with **us**, use electricity supplied by **us** and sign up to **Meridian** to become a customer, and throughout **our** supply of electricity under this agreement, **we** will collect, hold, use and disclose information about **you**. If **you** are an individual, the Privacy Act 2020 applies to that personal information. **You** must make sure the information **you** give **us** is correct and **you** must always keep it up to date. **Our** Privacy Policy is on **our** website which **you** can access here www.meridianenergy.co.nz. It sets out how **we** will collect, hold, use and disclose information, and if the Privacy Act 2020 applies to **your** information, how **we** comply with that Act.
- 1.3 This agreement takes effect between **you** and **us** from the time of the following (whichever one is earlier and unless otherwise agreed):
- (a) when **you** become a **Meridian** customer; or
 - (b) when **you** first start using electricity supplied by **us**.
- 1.4 All previous versions of **our** terms and conditions have been replaced by this version.
- 1.5 Terms in bold are defined in clause 23.

2. BECOMING A MERIDIAN CUSTOMER

New Meridian customers

- 2.1 **You** will become a customer in relation to a **premises** if **you** complete **our** account application procedures and **we** accept **your** application for that **premises**. **We** may accept or decline **your** application at **our** sole discretion and, in making **our** decision, **we** will consider **your** ability to meet **our** payment, credit and other criteria and may consider any information **we** already hold about **you** (for example, information **we** may hold if **you** have previously been **our** customer). If **you** do not meet **our** criteria, **we** may decline **your** application or may offer to supply electricity to **you** if **you** agree to any extra terms and conditions that **we** consider necessary.
- 2.2 If another person living at **your premises** has an unpaid invoice with **us**, **we** may refuse to supply electricity to those **premises** until the invoice has been paid.

- 2.3 The information **you** provide to **us** in applying to become a **Meridian** customer must be accurate and not misleading. If the information **you** provide to **us** contains a material error, **you** will be in breach of a material term of this agreement and **we** may, without notice, either change the pricing plan **you** are on to a plan **you** are eligible for (taking into account the revised information) or disconnect **your electricity supply** in accordance with clause 13.7.
- 2.4 If **you** are a new **Meridian** customer, **we** will use the final **meter** reading provided to **us** by the previous electricity retailer of the **premises** (which may be based on an estimate) as **your** initial **meter** reading. If **you** are moving into new **premises**, **you** can read the **meter** before using any electricity and advise **us** of that reading within one **business day** of moving in. If **your meter** reading differs from the previous final **meter** reading at the **premises**, **we** may arrange for the **meter** to be read and **we** will use that reading as **your** initial **meter** reading.
- 2.5 If **our** supply of electricity to **you** has not commenced at the time **you** become a **Meridian** customer, **we** will endeavour to commence supply as soon as possible.

Moving to premises that Meridian supplies

- 2.6 If **you** move into **premises** that **Meridian** already supplies and **you** do not arrange for the supply of electricity to **your premises** by another electricity retailer, **you** must contact **us** to apply to become a **Meridian** customer. If **you** become a **Meridian** customer, **you** will be deemed to have been a **Meridian** customer for that **premises** from the date **you** moved into the **premises** (**you** must provide **us** with any evidence that **we** reasonably request to establish the date that **you** moved into the **premises**).
- 2.7 If **you** do not contact **us**:
- we** may disconnect the **electricity supply** to the **premises** after **we** have made a reasonable attempt to contact **you** as the occupier of the **premises**; and
 - whether or not **we** disconnect the **electricity supply** to the **premises**, **you** must pay for the electricity **you** have used and all applicable fees (which can be found on **our** website (www.meridianenergy.co.nz)), including any disconnection fees.

3. MEDICALLY DEPENDENT CONSUMERS

- 3.1 If **you** are, or believe **you** are, a **medically dependent**

consumer or if **you** have, or believe **you** have, a **medically dependent consumer at your premises**, **you** must provide **us** with a Notice of Medically Dependent or Vulnerable Customer signed by a health practitioner. **You** can find a copy of this form on **our** website or request one from **your** doctor or a health practitioner. If **you** do not provide **us** with a Notice of Medically Dependent or Vulnerable Customer, **we** may not recognise **you** or the relevant person as medically dependent and may not continue to treat **you** or them as such.

- 3.2 If **you** or the relevant person cease to be a medically dependent consumer, **you** must notify **us** as soon as possible and upon receipt of that notification, or upon **Meridian** otherwise learning that **you** or the relevant person are not a medically dependent consumer, **we** will cease to recognise or treat **you** or the relevant person as a medically dependent consumer.
- 3.3 If **you** are a **medically dependent consumer** or if there is a **medically dependent consumer at your premises**, **you** must maintain an emergency response plan in case of a power outage. **We** may also obtain information about **your** plan. **Your** emergency response plan should ensure that alternative options such as the ability to move quickly to a place where there is power or back up electricity via battery power or a generator are available during an outage. If **you** ever feel **your** health or the health of a **medically dependent consumer at your premises** is at risk due to a power outage, it is essential **you** call emergency services or get yourself or the **medically dependent consumer** to a hospital.

4. PARTIES INVOLVED IN YOUR ELECTRICITY SUPPLY

- 4.1 There are a number of entities involved in **your electricity supply**, including:
- (a) **you**;
 - (b) **Meridian**;
 - (c) the **lines company**;
 - (d) **Transpower**; and
 - (e) **our metering services provider**.
- 4.2 **Meridian** does not own or operate the power lines that convey electricity to **you**. These lines are generally owned by **Transpower** and the **lines company** or lines companies in **your** area.

5. LINES COMPANY

Complying with the lines company agreement

- 5.1 To supply **you** with electricity **Meridian** has an agreement with the **lines company** or lines companies in **your** area permitting **Meridian** to use their **network**. **Your** responsibilities to the **lines company** are included in this agreement.
- 5.2 A **lines company** may have an agreement directly with **you**. In that case, that agreement will replace the parts of this agreement dealing with **your** responsibilities to the **lines company**.
- 5.3 **You** must also comply with:
- (a) all line function services safety and technical standards provided for under any regulations or **industry standards**;
 - (b) and ensure that **your equipment** complies with, the **lines company's** Network Connection Standards, as amended from time to time; and
 - (c) all legal requirements relating to **your equipment**,

including (if applicable) by ensuring that any alteration is certified by a suitably qualified person. For further information on these obligations, please contact **us** or the **lines company**. A copy of the **lines company's** Network Connection Standards can be found on its website.

6. OUR COMMITMENT TO YOU

- 6.1 **We** will provide **your electricity supply** in a way that complies with all relevant laws (including the Electricity Act 1992, the Electricity Industry Act 2010, the Electricity Industry Participation Code 2010, and the **Consumer Guarantees Act**), and with **industry standards**.

7. YOUR ELECTRICITY SUPPLY

Fluctuations

- 7.1 **You** acknowledge that **you** recognise that surges or spikes in **your electricity supply** are momentary fluctuations in the voltage or frequency that can happen at any time and are not treated as interruptions to **your electricity supply**. These fluctuations may be large and can cause damage even when they comply with the applicable electricity safety regulations. Any momentary fluctuations (large or small) could damage or destroy appliances including sensitive appliances like computers,

televisions, fridges and freezers. **We** do not control the quality of electricity that **you** receive and cannot prevent such fluctuations. **We** will not be responsible for any damage that results from such fluctuations unless **we** agree **we** have breached, or are found to have breached, the **Consumer Guarantees Act** (to the extent that Act applies to this agreement).

Electricity interruptions

- 7.2 **Your electricity supply** may be interrupted because of planned or unplanned events.
- 7.3 A planned interruption of **your electricity supply** may be made by **us** or the **lines company**:
- (a) so the **equipment**, electrical lines and **network equipment** connected to **your premises** or another person's **premises** can be installed, maintained, upgraded, altered, replaced or repaired;
 - (b) for health and safety reasons;
 - (c) to preserve or protect the proper working of the **network**;
 - (d) to ensure the quality and safety of **your electricity supply** or of the **electricity supply** to a third party;
 - (e) to comply with instructions from **Transpower**;
 - (f) to comply with the law, or any **industry standards**; or
 - (g) to comply with instructions from any regulatory authority.
- 7.4 Unless **you** agree otherwise, **we** or the **lines company** will give **you** at least four **business days**' notice of planned interruptions, unless the interruption is urgently required and was not reasonably foreseeable, meaning that four **business days**' notice is not possible, in which case **we** or the **lines company** will give **you** as much notice of the interruption as is reasonably possible.
- 7.5 Unplanned interruptions to **your electricity supply** may occur for many reasons and **we** will be unable to give **you** prior warning. Examples of reasons for unplanned interruptions include:
- (a) where the **network** is affected by a storm, high winds, third party interference (such as a car accident), or other events beyond **our** reasonable control; or
 - (b) safety reasons.
- 7.6 **We** are not responsible if **your electricity supply**

is interrupted as a result of events beyond **our** reasonable control unless **we** agree **we** have, or are found to have, breached the **Consumer Guarantees Act** (subject to clause 17.1 and 17.2). Following an interruption (whether planned or unplanned), **we** will do everything that **we** reasonably can to return **your electricity supply** to normal as soon as reasonably practicable.

- 7.7 **You** can report, and access information about, an interruption (planned or unplanned) by calling **our** Customer Care Team on 0800 496 496. This service is available on a 24-hour basis and is free to call.

Your responsibilities

- 7.8 **You** are responsible for:
- (a) having insurance against damage from electricity fluctuations and interruptions;
 - (b) undertaking protective measures such as installing suitable surge protection devices and power conditioners or other means to protect **your equipment** and electrical appliances; and
 - (c) arranging for alternative electricity supplies if continuity of power is required including, for example, to preserve perishable items.
- 7.9 **We** cannot tell **you** what types of surge protection devices or power conditioners may be suitable to **your** circumstances and recommend that **you** seek advice from an electronics retailer or qualified electrician. Note that surge protection devices may not protect **your equipment** and electrical appliances from some surges and spikes that **you** may experience. **We** recommend that **you** insure yourself against damage from electricity surges, spikes, fluctuations and interruptions.

Compensation for losses resulting from a supply interruption

- 7.10 If **we** receive compensation from a third party for losses resulting from the interruption of supply, **we** will pass a portion of that compensation on to **you** if **we** are able to identify that **your** supply was interrupted. **We** will calculate the portion of compensation payable to **you** by having regard to other affected customers and taking into account any administrative costs reasonably incurred by **us**. If **you** ask **us** to, **we** will explain in more detail how **we** calculated the amount of compensation paid to **you**.

8. FAULTS AND SAFETY

- 8.1 For safety reasons, faults in **your electricity supply** need to be acted on immediately. To report a fault, please call **our** Contact Centre on 0800 496 496 any time and advise of anything **you** see or hear that may help pinpoint the cause of the fault.
- 8.2 For **your** safety, please treat all electrical lines or wires, at all times, as live and therefore deadly. If **you** are unsure about the safety of any lines on or near **your premises**, please call **our** Contact Centre on 0800 496 496 or the **lines company** immediately.
- 8.3 To help ensure that the supply of electricity to **you** and others is safe and not interrupted, **you** must:
- (a) follow any instructions given to **you** by the **lines company** to make sure its electrical lines or **equipment** on **your premises** are safe;
 - (b) repair and maintain **your** electrical lines and **equipment** to make sure they comply with the law;
 - (c) keep **your** electrical lines clear of buildings, ground, trees and vegetation and other obstacles on **your premises** or overhanging **your premises** in accordance with the New Zealand Electrical Code of Practice for Electrical Safe Distances (available from the Energy Safety Service www.energysafety.govt.nz);
 - (d) make sure nothing on **your premises** interferes with or damages the **network**;
 - (e) work out the exact location of any underground electrical line before doing any groundwork, such as digging trenches or driving stakes. Information on the location of underground electrical lines is available from the **lines company**; and
 - (f) notify **Meridian** immediately if there is any damage to or fault with any **meters** or **equipment**.
- 8.4 **You** must not:
- (a) connect or disconnect **your premises** to or from the **network** – only people authorised by the **lines company** can do this;
 - (b) interconnect two or more **network connection points**;
 - (c) interfere with or work on the **lines company's** electrical lines and **equipment** on **your premises**;

- (d) allow any mortgage, security interest or other charge of any nature whatsoever to be created over any piece of electrical **equipment** on **your premises** that **we** or the **lines company** own or over a **meter**;
- (e) take a supply of electricity from anywhere along the electrical line between **your network connection point** and the **meter**;
- (f) interfere with any **equipment** on **your premises** that **we** or the **lines company** own or any **meter**; or
- (g) use any appliance that interferes with the safety and operation of any **equipment** or interferes with anyone else's **electricity supply**.

If **you** breach any of the above obligations, **we** may disconnect **your electricity supply** in accordance with clause 13.7.

- 8.5 **You** are responsible for making sure that **your** agents, **your** invitees to **your premises**, other people in **your** household, their agents and invitees understand and comply with the requirements of this clause 8. It is also **your** responsibility to let the owner of **your premises** know if he or she has to do anything to meet these requirements or obtain their consent to enable **you** to meet these responsibilities.

Interference

- 8.6 Interference with electricity **meters**, or with lines, connections or **equipment** belonging to, or leased or controlled by, **Meridian** or the **lines company** is a very serious matter and may result in the involvement of police and legal prosecution.
- 8.7 If interference has resulted in **your** electricity usage not being properly recorded for any period of time, in accordance with clause 6.1:
- (a) **we** will estimate **your** electricity usage since the date **you** became a **Meridian** customer, and **you** will have to pay any amount which is owing;
 - (b) **you** may also have to pay:
 - (i) for any costs or losses **we** or the **lines company** incur in investigating the interference; and
 - (ii) for any costs **we** or the **lines company** incur in replacing or repairing any damage to the metering **equipment**; and

- (c) **we** may also cease, limit, restrict or suspend **your electricity supply**, and/or take legal action against **you**.

9. LOAD MANAGEMENT

- 9.1 Part of **your electricity supply** may be load managed. **Load management** may be undertaken by the **lines company**, by **us**, by a third party, or by any combination of these entities.

About load management

- 9.2 **Load management** is the process of reducing electricity demand on the **network** by controlling the supply of electricity to specific appliances (referred to as controlled loads). This normally occurs during peak load periods when the demand for electricity is at its highest, but may occur at other times (see clause 9.4 below).

Load management by the lines company or us

- 9.3 **We** and the **lines company** can use **load management** switches on **your premises** to interrupt **your electricity supply** without giving **you** advance notice if:
- (a) in relation to the **lines company**, **our** agreement with the **lines company** allows the **lines company** to do so; or
 - (b) in relation to **us**, **you** have agreed to a pricing plan that allows **your** electricity to be load managed (in which case **we** will comply with any conditions in that plan).
- 9.4 **Load management** can occur for any legal purpose, including:
- (a) managing the system security of **Transpower's** national transmission system or the **network**;
 - (b) reducing the transmission charges charged by **Transpower** to the **lines company**;
 - (c) optimising the **lines company's** investment in the **network**;
 - (d) managing wholesale electricity purchase cost risks (for example, by shifting the time of **your** consumption); or
 - (e) providing interruptible load into the reserves market.

Load management equipment

- 9.5 To ensure that **Meridian** and the **lines company** are able to efficiently manage **your electricity**

supply, you agree that each of **Meridian** and the **lines company** may have reasonable access to **your premises** to install such **load management equipment** as each considers necessary. See clause 11 for **your** rights and responsibilities relating to **our** and the **lines company's** access to **your premises**.

Load management by third parties

- 9.6 If **you** enter into any agreement or arrangement with any third party in relation to using **load management** switches in, over, on or relating to **your premises** to interrupt **your electricity supply**, **you** must ensure that:
- (a) neither **us** nor the **lines company** is already entitled to use the **load management** switches in, over, on or relating to **your premises** under clause 9.3;
 - (b) the third party does not interfere with or damage **our** and the **lines company's load management equipment**, and if such damage occurs **you** must promptly remedy that damage at **your** own cost;
 - (c) the third party allows the **lines company** to use **load management** switches in, over, on or relating to **your premises** to interrupt **your electricity supply** to enable it to fulfil its performance obligations as an asset owner under the **lines company agreement**; and
 - (d) prior to the third-party using **load management** switches in, over, on or relating to **your premises** to interrupt **your electricity supply**, it enters into an agreement with the **lines company** regarding protocols for complying with clause 9.6(c).

10. METERING OF ELECTRICITY

- 10.1 **We** will comply with all relevant laws and **industry standards** relating to metering. This clause 10 complies with those laws and standards.

Reading your meter

- 10.2 Except for unmetered supplies, **we** find out how much electricity **you** have used by reading **your meter** (which **we** may do physically or remotely). **We** will endeavour to read **your meter**:
- (a) daily, if **we** read **your meter** remotely;
 - (b) at least twice per year, if **your electricity supply** is to a remote area and **we** read **your meter** physically; or

- (c) at least four times a year for all other customers.
- 10.3 Sometimes **we** may be unable to read **your meter** for example because of **equipment** breakdowns, weather conditions or problems getting access to **your premises**. If **we** do not read **your meter**:
- (a) **we** will invoice **you** using an estimate of the electricity **you** have used; and
 - (b) when **your meter** is next read, **we** will take this into account in **your** subsequent invoice or invoices.
- 10.4 If **you** read **your meter** yourself:
- (a) **we** will not be responsible for any injury or loss caused or suffered by **you** in doing so; and
 - (b) **we** still require an authorised service provider to provide a verified reading of **your meter** twice a year.

Meter accuracy

- 10.5 **You** must pay for all the electricity which **your** electricity **meter** measures as having been used on **your premises** from the time **you** became (or were deemed by clause 2.6 to become) a **Meridian** customer until **we** stop supplying electricity to **you**. Electricity industry rules set a standard of accuracy for electricity **meters**. If **you** think **your meter** is not measuring electricity **you** use within the set standard of accuracy **you** can ask **us** to test it. Unless **your meter** has been tested and found to be inaccurate, **we** may assume that the metering information **we** collect is accurate (**your** electricity invoices are based on this information).
- 10.6 If **you** ask **us** to, or **we** decide to test **your meter** and **we** find that it is not accurate, **we** will bear the cost of testing and repairing or replacing the inaccurate **meter**. **We** will then work out what **your** electricity usage should have been, and how much **you** should have paid for **your** electricity. This may result in either a debit or credit to **your** next electricity invoice, depending on whether **you** paid too much or too little.
- 10.7 If the **meter** is found to be accurate and **you** requested that it be tested, then **you** may have to pay for the test and will have to pay for all electricity recorded through that **meter**. **We** will tell **you** about the likely cost of undertaking the test when **you** request it, and before **we** commence testing.

Replacement meters

- 10.8 **We** may, at any time, replace or upgrade the **meter** at **your premises** including by installing a smart **meter**. **We** may charge **you** the cost of replacing or upgrading that **meter** at **your premises** if **you**, **your** agents, **your** invitees, other people in **your** household or their agents or invitees have caused damage to the **meter** or have requested a new **meter**. **We** will inform **you** if **your meter** is to be replaced or upgraded and the costs of that replacement or upgrade.
- 10.9 If a replacement **meter** cannot be installed at **your premises** because the wiring or the **meter** board at **your premises** do not comply with any applicable laws, regulations, codes or standards, or because the replacement **meter** would, when installed, represent a safety hazard, **we** will require **you** to fix, remedy, or repair the wiring or safety hazard at **your** cost before a replacement **meter** is installed at **your premises**.
- 10.10 **We** may also require **you** to provide a certificate of compliance or record of inspection from a certified service provider at **your** cost before the replacement **meter** is installed. **We** may request a copy of this certificate at any time.

11. ACCESS TO YOUR PREMISES

- 11.1 Sometimes **our** representatives and representatives of the **lines company** will need access to **your premises**. If **you** breach **your** obligations under this clause 11, **we** may disconnect **your electricity supply** in accordance with clause 13.7, and the **lines company** may disconnect **your electricity supply** in accordance with clause 13.2.

Access by the lines company

- 11.2 **You** must provide the **lines company** with safe and unobstructed access to **your premises** (including inside any **premises**) for the following purposes:
- to inspect, maintain, upgrade, replace or operate **equipment** that is in, over or on **your premises** and that is owned, leased or controlled by the **lines company**;
 - to install, replace, upgrade, read or maintain **meters** that are owned by the **lines company**;
 - to operate any **equipment** to allow or prevent electricity to flow through a **network connection point** or to disconnect and reconnect **your electricity supply**, in each case, in accordance with the **lines company agreement** with **us**;

- (d) to access **our equipment** to verify metering information, including, in the event of termination of the **lines company's** agreement, to determine any charges outstanding at the time of termination;
- (e) for the safety and protection of persons or property;
- (f) to ensure that **you** fulfil **your** obligations under clauses 16.2(e) and 16.5;
- (g) to enable the **lines company** to gain access to and remove any of its **equipment** following the termination of this agreement and for the period ending six months after the date that termination takes effect;
- (h) to ensure that trees, vegetation and other obstacles are clear of any lines or other electrical **equipment**. **We** or the **lines company** may charge **you** for the cost of clearing such trees, vegetation or obstacles if **you** have failed to do so; and
- (i) for any other purpose related to the provision of services under the **lines company agreement** or to enable the **lines company** to comply with law.

Access by us

11.3 **You** must provide **us** with safe and unobstructed access to **your premises** for the following purposes:

- (a) to connect, suspend or disconnect **your electricity supply**;
- (b) to install, replace, upgrade, read or maintain **meters**;
- (c) to ensure that trees, vegetation and other obstacles are clear of any lines or other electrical **equipment**. **We** or the **lines company** may charge **you** for the cost of clearing such trees, vegetation or obstacles if **you** have failed to do so;
- (d) to install, inspect, operate, work on or remove any **equipment** needed to provide **your electricity supply** or another person's **electricity supply**;
- (e) to investigate or repair any damage or interference, or suspected damage or interference to or with the **network** or any **equipment** used in relation to **your electricity supply**;

- (f) for the safety and protection of persons or property; and
- (g) for any other purpose related to the provision of services under this agreement.

Notice of access

- 11.4 Except in routine situations (such as, for example, reading or inspecting a **meter**) or **emergency situations**, before accessing **your premises** **we** or the **lines company** will provide **you** with written notice of:
- (a) when access is required; and
 - (b) the purpose for which access to **your premises** is required.

Where **we** require **you** to be home during the period that **we** access **your premises**, **we** will call **you** to set up a time period that suits both **you** and **us**. If **we** agree a time period with **you** and **you** do not meet that time, **we** may charge **you** a fee.

- 11.5 Unless **we** or the **lines company** agree with **you** otherwise, **we** or the **lines company** will provide **you** with the notice in clause 11.4:
- (a) where **we** or the **lines company** require access to undertake construction, upgrade, repair or maintenance work, at least 10 **business days** before access is required; or
 - (b) otherwise, in a reasonable time period before access is required.

Access must be safe and unobstructed

- 11.6 When **we** or the **lines company** visit **your premises**, **you** must do all things necessary to ensure that access to **your premises** is safe and unobstructed and that **our** staff, agents and contractors are not threatened, assaulted or harassed by **you** or any person **you** are responsible for. This includes ensuring that any dog or other animal on **your premises** is kept under control.
- 11.7 If **you** breach clause 11.6 and:
- (a) that breach is not the subject of a dispute under **our** complaint resolution procedure;
 - (b) **we** have taken reasonable steps to encourage and assist **you** to comply with clause 11.6; and
 - (c) **we** have given **you** 10 days' written notice to remedy that breach in order to avoid disconnection,

and **you** do not comply with that clause when **we** next visit **your premises**, **you** will be in breach of a material term of this agreement and **we** may disconnect **your electricity supply** without further notice in accordance with clause 13.7.

Keys and security information

- 11.8 If **your equipment** is located behind locked doors or gates, **you** will need to let **us** in or provide **us** with a key and/or security system code so that **we** can access **your premises**. **We** will:
- (a) securely store all keys and security information that **you** provide to **us**;
 - (b) only use the keys and security information for the purpose of exercising **our** rights and fulfilling **our** obligations under **this agreement**; and
 - (c) destroy the keys and the security information promptly after **we** no longer require that key or security information for the purposes of this agreement (unless **we** have agreed to other arrangements with **you**).

If **you** contact **us**, **we** will provide **you** with further information on **our** procedures for secure storage, use and destruction or return of keys and/or security information.

Our access responsibilities

- 11.9 When accessing **your premises**, **our** representatives and representatives of the **lines company** will:
- (a) take reasonable steps to minimise any direct impacts on **your premises** and any inconvenience to **you**;
 - (b) comply with any reasonable requirements that **you** may have (such as, for example, the time of entry, leaving gates as found, driving in a safe manner, taking reasonable steps not to disturb stock, and avoiding access through specified areas);
 - (c) identify themselves to **you** before entering **your premises** (**you** do not have to allow them access to **your premises** unless they show **you** their identification); and
 - (d) act courteously, considerately and professionally at all times.

Health, safety and the Resource Management Act 1991

- 11.10 **You** must bring to the attention of **our** or the **lines company's** representative visiting **your premises** any health and safety and/or Resource Management Act 1991 requirements or issues that could be relevant and, if **your premises** are business **premises**, provide any necessary health and safety **equipment** to ensure the safety of the representative on **your premises**.

12. RATES, FEES AND CHARGES

- 12.1 **We** will charge **you our** rates, fees and charges in accordance with **your** agreed **Meridian** pricing plan and the **Meridian** service fees schedule for **your electricity supply** from the time **you** became (or were deemed by clause 2.6 to become) a **Meridian** customer until **we** stop supplying electricity to **you**. **We** will also charge **you** for any other amount provided for under this agreement or otherwise agreed with **you** from time to time.
- 12.2 If **we** think that circumstances have arisen, or are likely to arise, where **you** may incur a fee, **we** will give **you** reasonable notice of the circumstances before **you** incur the fee, and explain how **you** can avoid incurring the fee.
- 12.3 If **you** request an additional product or service under this agreement that will result in **you** incurring an additional cost, **we** will advise **you** of the additional cost at the time of **your** request (or provide **you** with an estimate of the additional cost if the exact amount is not known to **us** at that time).
- 12.4 If **you** contact **us**, **we** can provide a copy of **your** pricing plan and **our** service fees schedule (which can also be found on **our** website at www.meridianenergy.co.nz).

Changes to rates, fees and charges

- 12.5 **We** will usually determine which rates **you** are eligible for based on **your meter** configuration. If **you** stop being eligible for the rate **you** are on because **you** no longer meet **our** criteria for that rate, **we** may require **you** to change to an alternative rate and, if **we** do, **we** will give **you** 30 days' notice in writing in advance unless clause 2.3 applies.
- 12.6 **We** may change the rates, fees and charges that **we** charge **you**, as well as the level of any discount. **We** will give **you** 30 days' notice in advance of any increase in **our** rates, fees or charges or any decrease in any discount, together with **our** reasons for that increase or decrease. If **our** rates, fees or charges are decreasing then **we** may at **our** discretion give **you** notice of that decrease.
- 12.7 If **you** or the **lines company** change **your** usage (and, if the **lines company** makes the change, it tells **you** about it), that is not a change to **our** rates, fees or charges – so the 30 day notice requirement does not apply. Examples of usage are **your** electricity usage (usually measured in kWh), capacity (usually measured in kVA per day or kW per day), demand

(usually measured in kW per day), interruptability (usually measured in kW per day), power factor correction (usually measured in kVAr) and distance (usually measured in kVa – km per day).

- 12.8 If **we** change **our** rates, fees, charges or discounts in a way that disadvantages **you**, **you** can leave **your** plan within 30 days without **us** charging **you** any otherwise applicable exit fees provided **you** tell **us** this is why **you** are leaving. Please see clause 19.8 below.
- 12.9 Where **we** have agreed with **you** that non-standard rates will apply to **you** for a fixed period, at any time after the end of that period **we** may, at **our** discretion, either continue to offer those or other non-standard rates, or move **you** onto the relevant rates on the current **Meridian** pricing plan for **your** area.
- 12.10 If **you** want to change **your** pricing plan, products or services to another pricing plan, product or service, then:
- (a) please contact **us** to discuss what change **you** would like **us** to make; and
 - (b) if **you** are eligible for the pricing plan, product or service then subject only to reasonable restrictions applying to the pricing plan, product or service, or an event outside **our** control occurring which delays the changing of **your** pricing plan, product or service, **we** will make the change; and
 - (c) if **you** are a residential customer, **we** will make the change within 10 **business days**. If **you** are not a residential customer, **we** will make the change within a reasonable timeframe agreed with **you**.

See www.meridianenergy.co.nz for a list of fees and charges that may apply and the circumstances in which they may apply.

Discounts

- 12.11 If **you** are entitled to any discount it will be shown on **your** invoice.

Dishonoured payments

- 12.12 If any payment made by **you** is dishonoured by **your** bank, **we** may charge **you** a dishonour fee.

Errors and refunds

- 12.13 Except where **we** have estimated the amount of electricity **you** have used (in which case **your** invoices will be adjusted when **we** read **your** meter), if **we**

make an error in an electricity invoice and charge **you** an incorrect amount, **you** will either:

- (a) be entitled to a prompt refund of the amount overcharged; or
- (b) have to pay the undercharged amount to **us**, to the extent reasonable, taking into account whether **we** or **you** have contributed to the error, or could reasonably have been expected to know of the error.

12.14 If **you** are entitled to any refunds or payments from **us**, for whatever reason (including any profits that **you** are entitled to receive from a **lines company** that the **lines company** has paid to **us**, or any payments made under a customer compensation scheme during a public conservation campaign under the Electricity Industry Participation Code 2010), **we** will decide how these will be paid. For example, **we** may:

- (a) credit them against **your** next electricity invoice;
- (b) use the money to pay any debts **you** owe to **us**; or
- (c) pay **you** by direct credit to **your** nominated bank account.

12.15 If the reason **you** are entitled to a refund is because **you** have been over-paying **your** account (for example, by automatic payment) then **we** will only credit the refund against **your** next electricity invoice, unless exceptional circumstances apply.

Unmetered supply

12.16 If **we** supply **you** with unmetered electricity including, for example, for private street lighting, **you** must pay for it in accordance with **our** unmetered supply rates.

Your monthly Meridian account

12.17 Unless **we** have agreed with **you** otherwise, every month **we** will send **you** an invoice for the **electricity supply** to **your premises** and **our** other services together with **our** applicable fees and charges, where it is relevant to **your** plan. The invoice will enable **you** to check the invoiced amount(s), and may include:

- (a) the quantity of electricity supplied (based on an actual reading or estimate of the amount of electricity supplied);
- (b) any relevant fees and charges;
- (c) charges for other products and services;
- (d) the identifier number or numbers of **your premises** (known as the **network connection**

- point** or **your** ICP number) and the name of the main **lines company** in **your** area;
- (e) the total amount that **you** must pay **us** based on the above; and
 - (f) the due date for payment.

You must pay the total amount in full by the due date, even if **we** have estimated the amount of electricity **you** have used. **You** cannot deduct or set off any amount invoiced against any amount **we** may owe **you**. If **you** think there is an error with **your** invoice, please contact **us**.

Paying your invoice

- 12.18 If **you** would like to learn about the different options available for paying **your** invoice, and an explanation of how these options operate, please visit **our** website (www.meridianenergy.co.nz).
- 12.19 If any of **our** currently offered payment options are subject to change, **we** will, if **you** will be disadvantaged by the change, give **you** reasonable notice and adequate information to explain the changes no less than 30 days before the change takes effect.
- 12.20 If **you** are having any difficulties in paying **your** account, please contact **us** to discuss possible payment options.

Estimated invoices

- 12.21 If **we** send **you** an invoice based on an estimate of the amount of electricity **you** have used:
- (a) the invoice will clearly state that an estimate has been used; and
 - (b) **you** may provide **us** with a valid **meter** reading of **your** own and, provided it was taken and given to **us** within three days of the date of the invoice, **we** may amend the estimated invoice. However, **we** reserve the right to:
 - (i) undertake and charge **you** for an actual reading if the reading **you** give **us** is not consistent with **our** records; and
 - (ii) adjust **your** account if **your** reading is later found to be inaccurate.

Late invoices

- 12.22 **You** must notify **us** within a reasonable period of time if **you** have not received **your** invoice by the date on which **you** would usually expect to receive it, unless **we** have notified **you** of a delay in issuing that

invoice.

- 12.23 If **you** receive an invoice that is late and **you** are not responsible for its lateness:
- (a) if the invoice is more than two months after the end of the period to which it relates, by arrangement **you** will have at least the length of time covered by that invoice to pay it (please contact **us** if **you** wish to make this arrangement); and
 - (b) if the invoice is more than three months after the end of the period to which it relates, **we** may negotiate an appropriate discount with **you**.
- 12.24 **You** will not be required to pay interest on any incorrect or late invoices, and neither will **we**.

Responsibility for paying invoices

- 12.25 If **you** live with another adult and want that adult to be jointly liable under this agreement, **you** should ensure that they contact **us** to apply to become a **Meridian** customer and advise **us** of **your** joint responsibility under this agreement (noting that an account may only have a maximum of two account holders).
- 12.26 If **you** are jointly responsible under this agreement, **you** are jointly and individually liable to pay each invoice. This means that **you** must pay the entire invoice if someone else has not paid their share.

13. DISCONNECTION OF YOUR ELECTRICITY SUPPLY BY US OR THE LINES COMPANY

Fees and charges

- 13.1 **You** may incur fees or charges in relation to actions that **you** or **we** take in relation to suspending, disconnecting, terminating or reconnecting **your electricity supply**. Please see **our** website (www.meridianenergy.co.nz) for a list of fees and charges that may apply, and the circumstances in which they may apply.

Disconnection of electricity supply by the lines company

- 13.2 The **lines company** has the right to disconnect **your electricity supply** in the following circumstances:
- (a) it is necessary to avoid endangering persons or property;
 - (b) there has been an occurrence, or there are circumstances, that may adversely affect

- the proper working of the **network** or the transmission system;
- (c) the **lines company** has planned maintenance activities to complete;
 - (d) **Meridian** breaches its agreement with the **lines company**, gets into financial difficulty or does not pay the **lines company**;
 - (e) **we** do not have a valid **lines company agreement** in relation to **your premises**, or that agreement has expired or been terminated or is about to expire or be terminated;
 - (f) **you** do not give the **lines company** access to **your premises** in accordance with clause 11 (where that failure to give access is material or persistent):
 - (i) in the case of clauses 11.2(a), (b), (d), (g) and (h), after **we** or the **lines company** have given **you** 10 **business days**' notice of access being required; or
 - (ii) in the case of clauses 11.2(c), (e) or (f), immediately; or
 - (g) **you** do not comply with clauses 5.3, 16.2 or 16.5 and that non-compliance is material or persistent.

In these circumstances, the **lines company** will disconnect **your electricity supply**, and not **Meridian**. This means that, if **you** need to arrange reconnection, **you** will need to do so with the **lines company** rather than **us**. If **we** receive a disconnection notice from the **lines company** in relation to **your premises**, **we** will give that notice to **you**.

Disconnection of electricity supply by Meridian

13.3 Except in the case of requested, agreed or emergency disconnections, if **we** want to disconnect **your electricity supply** because **you** have not paid an amount owing to **us** in relation to or associated with **your electricity supply** or **network** services provided by the **lines company** by the due date shown on **your** invoice:

- (a) **we** will give **you** written notice (at **your** cost) that **we** may disconnect **your electricity supply** between seven and 14 **business days** from the date of the notice unless **you** pay **your** account in full (but **we** need not give **you** notice if **you** have agreed a payment arrangement with **us** and **you** default on that arrangement within a short period of time);

- (b) **we** will also give **you** a final warning (at **your** cost) at least 24 hours before **your electricity supply** will be disconnected; and
- (c) after that, if **you** have still not paid the amount owing to **us**, **we** may disconnect the **electricity supply** to the **premises** to which the unpaid amount relates and to any other **premises** at which **we** supply **you** with electricity (at **your** cost) without further notice.

Each notice **we** give **you** will set out the timeframe within which **we** may disconnect **your electricity supply**, and explain how **you** can prevent disconnection from occurring. **We** will only disconnect **your electricity supply** on a **business day** that is not a Friday or the day before a public holiday.

- 13.4 To avoid having **your electricity supply** disconnected, **you** must pay **your** account in full. If **you** are a vulnerable or **medically dependent consumer** or **you** are otherwise unable to meet **your** electricity payments, **we** will comply with the **Electricity Authority's** guidelines relevant to **you** in terms of assistance and disconnection.
- 13.5 In accordance with **our** Privacy Policy, **we** may consult with Work and Income New Zealand, District Health Boards, private health practitioners or any other social agency, budget advisor or service provider if:
- (a) **you** do not pay **your** invoices and **your** supply is at risk of disconnection;
 - (b) **we** have provided **you** with all the assistance **we** are reasonably able to; and
 - (c) **you** are still unable to make **your** payments.

If **you** have nominated a person with whom **we** can discuss the details of **your** account, **we** may also discuss financial assistance with that person.

- 13.6 **We** will not disconnect **your electricity supply** under clause 13.3 if the reason for disconnection is that:
- (a) **you** have not paid an amount owing to **us** and **you** are disputing all of that amount on genuine grounds under **our** complaint resolution procedure, or **you** are a medically dependent customer; or
 - (b) **you** have not paid an amount owing to **us** that is based on an estimated **meter** reading, unless **we** reasonably believe that it is fair and reasonable in the circumstances to do so.
- 13.7 **We** may also disconnect **your electricity supply** without notice if:
- (a) **you** breach a material term of this agreement

- (other than non-payment of an invoice), or **you** persistently breach any terms of this agreement; and
- (b) that breach is not the subject of a dispute under **our** complaint resolution procedure; and
 - (c) if that breach is capable of being remedied:
 - (i) **we** have written to **you** to notify **you** of the breach and of the need to remedy it in order to avoid disconnection; and
 - (ii) **you** have not remedied the breach 10 days after receiving written notice of the breach from **us**.
- 13.8 For the purposes of clause 13.7:
- (a) material terms in this agreement include clause 2.3, clause 10.9, clause 11.6 (provided **we** have complied with clause 11.7), clause 16.2, clause 16.4, clause 19.1 and any other term which **we** consider to be material in the circumstances; and
 - (b) persistently breaching any term of this agreement means to breach any term of this agreement (whether the same term or a different term) on a repeated or continued basis.
- 13.9 **We** may also disconnect **your electricity supply** without notice if **you** are involved in fraudulent or dishonest activity in connection with **your** account (for example, if **you** attempt to pay **your** electricity invoice using a credit card or bank account that **you** are not authorised to use).

14. SUSPENSION, DISCONNECTION OR TERMINATION OF YOUR ELECTRICITY SUPPLY BY YOU

Suspension of electricity supply at your request

- 14.1 If **you** want **your electricity supply** temporarily suspended, **you** must give **us** at least three **business days'** notice. **You** will have to pay the cost of suspending and reconnecting **your electricity supply**.

Moving house

- 14.2 If **you** are moving **premises**:
- (a) **you** must give **us** at least three **business days'** notice. **You** can apply to be supplied electricity by **us** at **your** new **premises** at the same time and this agreement will apply (and **you** agree that **we** may add any unpaid bills **you** have

- with **us** from any other property to **your** bills for electricity used at **your** new **premises**); and
- (b) **we** will need to obtain a final **meter** reading from one of the following methods:
- (i) taking a final **meter** reading at **your** old **premises** (a charge applies, see **our** website www.meridianenergy.co.nz); or
 - (ii) if **we** have read the **meter** at **your** old **premises** within the last 60 days, by **you** providing a final reading over the phone or on **our** website (www.meridianenergy.co.nz).
- 14.3 If **you** provide **us** with the final **meter** reading and **we** determine that it is incorrect, **we** may carry out a final **meter** reading (at **your** cost). If this is the case, **we** will contact **you** using the contact details **you** have given **us** to adjust **your** final invoice.
- 14.4 If **you** leave **your** **premises** (e.g., if **you** move from a flat but **your** flatmates are staying on) and **your** name is on the electricity account, it is important that **you** tell **us** that **you** are leaving and, accordingly, terminating **your** account with **us**. If someone else (e.g., **your** flatmate) would like **us** to supply **your** old **premises** with electricity, they will need to become a **Meridian** customer in accordance with clause 2.
- 14.5 If **you** do not give **us** notice that **you** are moving **premises**, **you** will have to keep paying electricity invoices for those **premises** until the earliest date that:
- (a) the **electricity supply** is disconnected at those **premises**; or
 - (b) another person or persons become solely liable for the **electricity supply** to the **premises**.

Switching to another retailer

- 14.6 If **you** want to switch to another retailer, **your** new retailer will contact **us** to arrange the changeover. **We** will help **you** and **your** new retailer switch **your** account over to them and will comply with any relevant laws and **industry standards**.
- 14.7 **We** may specify the date on which **your** **electricity supply** will switch to **your** new retailer which can be up to 10 **business days** after **we** have been notified of the switch by **your** new retailer (or any shorter time period required by any law or **industry standard**).
- 14.8 **We** will send **you** a final invoice to cover all electricity **you** have used until the new retailer becomes responsible for **your** **electricity supply**. The final

invoice **you** receive may be based on an estimated **meter** reading or **you** may provide **us** with a **meter** reading of **your** own (however **we** reserve the right not to accept **your** reading if it appears to be inconsistent with **our** records). **We** may also require that **we** read **your meter** (which may be at **your** cost).

- 14.9 Following **your** switch to **your** new retailer, if **your** new retailer's subsequent **meter** reads show that **our** final estimated invoice was inaccurate, **we** may revise that invoice and either ask **you** to pay the difference or refund the difference to **you**.

Permanent disconnection (decommissioning) at your request

- 14.10 If **you** want **your electricity supply** permanently disconnected (for example, if **you** are demolishing **your** house or are otherwise certain that **you** will never require an **electricity supply** to **your premises** in the future):
- (a) **we** will stop **your electricity supply** as soon as reasonably practicable after **we** receive **your** notice of termination. **You** may refer to **your lines company** for details about this process;
 - (b) **we** or the **lines company** will remove all lines and **equipment** belonging to, or owned or controlled by, **us** or the **lines company** from **your premises** and may charge **you** for doing so. **You** must provide **us** and/or the **lines company** with the necessary access to remove the lines and **equipment**;
 - (c) prior to removing the lines and **equipment** from **your premises**, **we** may also require access to **your premises** to do a final reading of the **meter** (at **your** cost). Once the lines and **equipment** have been removed, **we** will send **you** a final invoice; and
 - (d) where **you** do not own or control the relevant **premises**, it is **your** responsibility to ensure **you** have the landowner's consent for the permanent disconnection of electricity to the **premises**.

Termination of this agreement

- 14.11 If:
- (a) **your electricity supply** has been disconnected; or
 - (b) **you** have switched to another retailer; or
 - (c) **you** have moved **premises** and are not receiving an **electricity supply** from **us** at **your** new **premises** or at any other **premises**,

our obligations to **you**, and **your** obligations to **us**, in relation to **your electricity supply** end (other than those obligations specified in clause 19.10). In particular, **you** must still pay **us** for amounts **you** owe **us** under this agreement.

15. RECONNECTION OF ELECTRICITY SUPPLY

15.1 Before **we** reconnect **your electricity supply**, **we** may require one or more of the following from **you**:

- (a) payment of:
 - (i) any outstanding monies owed to **us**, in respect of any property, including any disconnection fees;
 - (ii) any fees or charges for services that accrue while **your electricity supply** is disconnected;
 - (iii) a reconnection fee;
 - (iv) a form of security for payment;
- (b) agreement on an alternative payment arrangement, or any other reasonable terms and conditions;
- (c) provision, to **our** satisfaction, of ongoing access to **your** property to fulfil **our** obligations under this agreement;
- (d) confirmation that all appliances at **your premises** are switched off at the time of reconnection;
- (e) **your** presence at the time of reconnection; and/or
- (f) if **your premises** has not had an **electricity supply** for more than six months, a certificate of compliance or a certificate of verification, from a registered electrical inspector (this is a legal requirement and a requirement of the **lines company** and is to ensure that it is safe to reconnect the supply of electricity, and that the necessary electrical **equipment** is still up to standard).

15.2 Once **you** have satisfied **our** reasonable requirements for reconnection, **we** will restore **your** connection as soon as reasonably practicable. **We** may restore **your** connection remotely. **We** reserve the right to charge **you** for failed attempts to reconnect **your electricity supply** where the failure has occurred because of **your** act or omission, these attempts have been carried out in good faith and **we** have incurred costs.

15.3 Sometimes lines companies will charge **us** for periods

of disconnection which are shorter than a year (for example, if **you** are disconnected and then have **your** electricity switched back on six months later). In these circumstances, **we** may pass this charge onto **you** (along with **our** disconnection and reconnection fees).

- 15.4 **You** will be responsible for any liability suffered or incurred by **you** as a result of **us** reconnecting **your** electricity supply.

16. RESPONSIBILITY FOR ELECTRICAL LINES AND EQUIPMENT

The lines company's responsibilities

- 16.1 The **lines company** is responsible for most of the electrical lines and **equipment** in **your** area which are not on **your premises**, but may also own, lease or control lines and **equipment** on **your premises**. The **lines company's** particular responsibilities are operating and maintaining:

- (a) the **network** up to **your network connection point**; and
- (b) the **lines company's** transformers and **equipment** on **your premises**.

You acknowledge the **network**, including any part of the **network** situated on **your premises**, is and will remain the sole property of the **lines company** and no provision of this agreement nor the provision of any services by the **lines company** in relation to the **network** confers on **you** or any other a person a property right or other interest in or to any part of the **network** or any **equipment** owned, leased or controlled by the **lines company** which is used to provide any such services.

Your responsibilities

- 16.2 **You** are responsible for the things that **you** do and things that **your** agents, **your** invitees, other people in **your** household and their agents and invitees do on **your premises**. **Your** particular responsibilities include:
- (a) securing and maintaining the electric line and all electricity past **your network connection point** on **your premises** (including within **your** home) in a safe condition using a suitably qualified person, except if and to the extent that the **lines company** is required by law to provide and maintain those lines, or agrees to maintain those lines;

- (b) telling **us** if **you** think that any **meters** on **your premises** do not accurately record the electricity supplied to **your premises**;
- (c) taking all reasonable precautions necessary to protect any **meters**, fittings, the **network** and any other **equipment** owned, leased or controlled by **you**, the **lines company** or **us**; and
- (d) except to the extent that emergency action has to be taken to protect the health and safety of persons, or to prevent damage to property, or with the prior written consent of the relevant owner, not interfering or damaging and ensuring that **your** agents, **your** invitees, other people in **your** household and their agents and invitees do not interfere with or damage, any **meters**, fittings, the **network** and any other **equipment** owned, leased or controlled by **you**, the **lines company** or **us**;
- (e) not, without the prior written agreement of the **lines company**, conveying or receiving, or attempting to convey or receive, any signal or other form of communication or any other thing (other than energy in accordance with the **lines company agreement** and load control signals transmitted by or with the written consent of the **lines company**) over the **network**, nor cause or permit any other person to do so;
- (f) subject to any written agreement between **you** and **us**, or between **you** and the **lines company**, and any statutory provision, complying with the Electricity (Hazards from Trees) Regulations 2003 in respect of any trees that **you** have an interest in that are near **Transpower's** national transmission system or any line that forms part of the **network** (these regulations are available from the Energy Safety Service (www.worksafe.govt.nz));
- (g) providing and maintaining, at no cost to **us** or the **lines company**, suitable space for the safe and secure housing of:
 - (i) any **equipment** owned, leased or controlled by the **lines company** relating primarily to the connection to the **network** of **network connection points** at **your premises** that the **lines company** considers necessary; and

- (ii) any metering **equipment** and associated wiring that **we** consider necessary;
 - (h) maintaining and ensuring the security of **your** own **meter** box, **meter** board and all other wiring, **equipment** and electrical appliances on **your premises**; and
 - (i) advising **us** in advance if **you** expect **your** electricity use to change significantly.
- 16.3 If **you** want to know the location of the **network connection point** on **your premises**, contact **us** and **we** will tell **you** where it is likely to be and how **you** can find out where it actually is.
- 16.4 If **your premises** uses a builders' temporary supply connection, **we** may periodically require **you** to provide information to **us** to check whether that connection is still appropriate. If **we** reasonably consider that the connection is no longer appropriate (for example if the building work on **your premises** has stopped), then **you** must arrange for **your premises** to be transferred to a permanent connection within the reasonable timeframe **we** specify. If **you** do not comply with this clause **you** will be in breach of a material term of this agreement and **we** may disconnect **your electricity supply** after **we** comply with clause 13.7.

Generation of electricity

- 16.5 **You** may not, without the prior written consent of **us** or **your lines company**, generate electricity or allow electricity to be generated on **your premises** that will be injected into the **network**, nor attempt to do so. If **we** consent, **our** consent may be subject to:
- (a) **you** owning or operating the **equipment** used to generate that electricity;
 - (b) **you** and the **lines company** having entered into an agreement relating to injection of that electricity into the **network**; and
 - (c) any other conditions which **we** or the **lines company** may require including metering requirements or conditions relating to any legal requirement or **industry standard**.
- 16.6 **We** have pricing options for customers who generate electricity and inject it into the **network**, which vary depending on the size of the generation. If **you** wish to generate electricity to inject into the **network**, or would like to learn more about doing so, please contact **us**.

Load management equipment

- 16.7 **We** are responsible for any **meter** and/or **load management equipment** that **we** install on **your premises**. **We** may choose to remove any existing **meter** or **load management equipment** on **your premises** and to replace it with **our own equipment**.
- 16.8 **You** may have to pay for any **meters** or **load management equipment** that are changed or installed at **your** request, as well as the cost of removing **equipment** that is not ours. **We** will tell **you** about these charges before **we** change or install the **equipment**. **You** can contact **us** for further information.

17. AREAS OF LIABILITY

Consumer Guarantees Act

- 17.1 As a customer, **you** may have certain rights under the **Consumer Guarantees Act**. If the **Consumer Guarantees Act** applies to this agreement, nothing in this agreement limits **your** rights under that Act, unless clause 17.2 applies to **you**.
- 17.2 To the extent that **you** are in trade and **you** receive electricity and services from **us** in trade, **you** agree that the **Consumer Guarantees Act** does not apply to this agreement provided it is fair and reasonable that **you** are bound by this clause. All warranties, guarantees or obligations imposed by the **Consumer Guarantees Act**, the Fair Trading Act 1986 or the Contract and Commercial Law Act 2017 or any other law on:
- (a) the **lines company** concerning the services provided by the **lines company** under the **lines company agreement**; and
 - (b) **us** concerning the supply of electricity to **you**, are excluded from this agreement to the fullest extent permitted by law (including if **you** are acquiring or hold yourself out as acquiring electricity for the purpose of a business).
- 17.3 If **you** on-sell electricity to an end-user, **you** must include in any agreement between **you** and an end-user exclusions on the same terms as clause 17.2, to the fullest extent permitted by law (including if the end-user is acquiring or holds itself out as acquiring electricity for the purpose of a business).

Our liability to you

- 17.4 Subject to clause 7.1, 17.5 and 17.6, if **we** damage **your** property or property on **your premises** by not taking

reasonable care and the damage was reasonably foreseeable, **we** will pay the costs of either repairing the damage or replacing the damaged property (at **our** discretion).

- 17.5 Other than where **we** are liable to **you** under the **Consumer Guarantees Act** or the Fair Trading Act 1986, **we** will not be liable to **you** for any indirect or consequential loss, or loss of profits or business or any similar claims.
- 17.6 **Our** total maximum liability under this agreement will be limited to \$10,000 for any single event or series of related events, except for any reasonably foreseeable losses **you** may be entitled to under the **Consumer Guarantees Act** or the Fair Trading Act 1986. This liability cap does not apply if the loss is caused by **our** deliberate or wilful actions.
- 17.7 **We** are not required to carry out any of **our** responsibilities under this agreement in circumstances where an event has occurred which is beyond **our** reasonable control and which prevents **us** from carrying out those responsibilities. An event outside of **our** reasonable control includes, but is not limited to:
- (a) faults in the **network**;
 - (b) acts or omissions by the **lines company**;
 - (c) problems with generation, transmission or distribution of electricity;
 - (d) problems with **your** wiring;
 - (e) problems arising due to health and safety hazards at **your premises**;
 - (f) earthquake, flood, fire, storm, adverse weather conditions or any other natural events or acts of God that could not have reasonably been foreseen or, if foreseen, could not reasonably have been resisted;
 - (g) sabotage, riot, civil disturbance, explosion, terrorist acts, insurrection, epidemic, national emergency (whether in fact or law), act of war (whether declared or not) or civil disturbances;
 - (h) strikes, lockouts or other industrial disturbances; and
 - (i) the binding order or requirement of any court, any government, any local authority or any government, statutory or regulatory body that **we** could not reasonably have avoided.
- 17.8 **We** will continue to perform **our** other responsibilities and will perform all other responsibilities as soon as it is reasonably practicable for **us** to do so.

Damage caused by the lines company

- 17.9 If **you** suffer loss or damage because of something the **lines company** does or does not do, **you** can only claim from **us** a proportion of what **we** recover from the **lines company** if **we** can identify **you** as an affected customer. If the amount **we** recover from the **lines company** relates to loss suffered by more than one **Meridian** customer, **we** will distribute the amount recovered from the **lines company** in proportion to each customer's relative loss.
- 17.10 To the extent permitted by law, the **lines company** will have no liability to **you** in contract, tort (including negligence) or otherwise in respect of the supply or non-supply of electricity to **you** under this agreement.

Your liability under this agreement

- 17.11 If **you** do not pay **your** account:
- (a) **you** will still be liable for the cost of the electricity, services, fees and charges relating to **your electricity supply** but **you** may have to pay **our** administration, solicitor (on a solicitor and own client basis) and other service costs incurred by **us** in trying to recover the debt from **you**. **We** may, for example, refer **your** debt to a debt collection agency for collection, and recover from **you** the agency's debt collection costs; and
 - (b) if non-payment does not result in disconnection under clause 13, **we** may also require **you** to provide security for the continued supply of electricity to **your premises** or require **you** to subscribe to special payment terms (at **your** cost - please see www.meridianenergy.co.nz for a list of fees and charges that may apply).
- 17.12 If any **equipment** is damaged by the negligence or wilful act or omission of **you**, **your** agent or invitee, a person in **your** household or their agent or invitee, **you** will pay the cost of making good that damage to the **lines company** or the **metering services provider**.
- 17.13 **You** indemnify the **lines company** and the **metering services provider** against any direct loss or damage caused or contributed to by the fraud, dishonesty or wilful breach of this agreement of or by **you** or any of **your** officers, employees, agents, invitees, or any person in **your** household or their agents or invitees.
- 17.14 If **you** damage, or **your** agent or invitee or a person in **your** household or their agent or invitee damages,

any of **our** property or **equipment** by not taking reasonable care and the damage was reasonably foreseeable, **we** may ask **you** to pay **us** the cost of repair or replacement of that property or **equipment**.

- 17.15 If **we** incur any fine, monetary penalty or other cost as a direct result of **your** failure to comply with any of **your** obligations in this agreement, **we** may ask **you** to pay **us** the amount of the fine, penalty or other cost.
- 17.16 If **you** are liable to **us** (other than for amounts owing by **you** as a result of **your** use of **our** services) the maximum amount **you** will compensate **us** for **our** loss is \$10,000 for any single event or series of related events. This liability cap does not apply if that loss is caused by **your** deliberate or wilful actions, or to damage to **equipment** or the **network**.
- 17.17 If more than one person is a **Meridian** customer in relation to a **premises**, all of those people are jointly and severally liable under this agreement.

18. COMPLAINT RESOLUTION

- 18.1 If **you** have a complaint or wish to give **us** feedback on any aspect of **our** service, please contact **us** either:
- (a) via **our** website (www.meridianenergy.co.nz);
 - (b) by phone:
 - (i) residential - 0800 496 496;
 - (ii) business - 0800 496 777; or
 - (iii) agribusiness - 0800 496 444;
 - (c) by letter to Meridian Energy, PO Box 2128, Christchurch 8140; or
 - (d) by email:
 - (i) residential - hello@meridianenergy.co.nz; or
 - (ii) business and agribusiness - energy@meridianenergy.co.nz.
- 18.2 If it is more appropriate that **your** complaint is managed by the **lines company** rather than by **us**, **we** will refer **your** complaint to them (unless **we** have agreed otherwise with them) and it will then be the responsibility of the **lines company** to address and resolve **your** complaint. **We** will tell **you** in writing if **we** do this, and **we** will give **you** the name and contact details of the **lines company**.
- 18.3 **We** will try to resolve **your** complaint if **you** contact **us**. If **your** complaint cannot be resolved this way, it will be passed on to **our** free in-house complaint resolution process where a member of **our** Customer

Resolution Team will take responsibility for working with **you** to find a fair and reasonable resolution. They will promptly acknowledge **your** complaint in writing (unless **you** make **your** complaint orally and agree to **us** acknowledging **your** complaint orally) and provide an initial response to **your** complaint as soon as possible taking account of the urgency of **your** complaint. They will:

- (a) investigate **your** problem or complaint;
- (b) liaise with the relevant people within **Meridian** or third party companies to resolve **your** issue;
- (c) keep **you** up to date on progress; and
- (d) provide **you** with a single point of contact if **you** have further queries or concerns.

18.4 **We** are part of the Energy Complaints Scheme operated by Utilities Disputes Limited and will deal with any complaint **you** may have in a way which meets the requirements of this scheme. If **you** are not satisfied with the way **we** propose to resolve **your** complaint, or if it is not resolved after:

- (a) 20 **business days**; or
- (b) 40 **business days** where **we** have explained in writing that **we** have a good reason for extending the response time and what that good reason is,

then **you** are entitled to refer **your** complaint to Utilities Disputes Limited (who offer a free and independent service for resolving complaints about utilities providers).

18.5 Further information regarding the Energy Complaints Scheme and when **you** can refer **your** complaint to Utilities Disputes Limited is available from Utilities Disputes Limited either by phoning them (on 0800 22 33 40), visiting their website (www.udl.co.nz), emailing them (at info@udl.co.nz) or writing to them (at PO Box 5875, Wellington 6140, Freepost 192682).

19. GENERAL TERMS

Commitment to each other

19.1 **You** agree that **you** will not physically, verbally or otherwise abuse or threaten **our** representatives or make repeated frivolous or vexatious claims in relation to **us** or **your electricity supply**. **We** agree to treat **you** professionally and courteously at all times. If **you** breach this clause, **we** may terminate this agreement immediately under clause 13.7.

Assignment

- 19.2 **We** may transfer any or all of **our** rights and obligations under this agreement to a third party.
- 19.3 If **we** transfer any or all of **our** rights and obligations under this agreement to a third party, **we** will advise **you** that **we** are doing so, tell **you** how **you** can contact that third party and when the transfer will take effect.
- 19.4 If:
- (a) **you** are a residential customer; **you** may not transfer any of **your** rights and obligations under this agreement to any other person; or
 - (b) **you** are a business customer or both a business and a residential customer, **you** may transfer any of **your** rights and obligations under this agreement to a third party provided **you** first receive **our** consent to the transfer.

Continuity of electricity supply

- 19.5 If **we** commit an event of default as referred to in clause 11.15B of the Electricity Industry Participation Code 2010, **you** agree that the **Electricity Authority** may transfer all of **our** rights and obligations under this agreement to another electricity retailer. If that happens, the terms of this agreement may be amended to the standard terms that the other retailer would have offered **you** immediately before the event of default or to such other terms that the other retailer and the **Electricity Authority** agree. In addition, the terms of this agreement may be amended to include a minimum term in respect of which **you** must pay a cancellation fee if **you** cancel this agreement before the expiry of that term. **You** also agree that in the event of such a default **we** may provide information about **you** to the **Electricity Authority** and the **Electricity Authority** may provide that information to another retailer. Clause 19.2 and this clause 19.5 are for the benefit of the **Electricity Authority** for the purposes of Subpart 1 of Part 2 of the Contract and Commercial Law Act 2017 and may not be amended without the consent of the **Electricity Authority**.
- 19.6 If **we** have, or are likely to have, a receiver, liquidator, administrator, or other similar officer appointed in relation to **us**, **we** will take all reasonable steps to ensure that **you** receive continuity of **electricity supply**.

Changing this agreement

- 19.7 **We** can change this agreement, remove some terms and conditions or add others at any time, including to reflect changes to **our** operational, legal and regulatory requirements, provided **we** have given **you** notice of any change which may be detrimental to **you** in accordance with this agreement at least 30 days prior to such change taking effect, other than where **we** are required to implement a change by a relevant authority, in which case **we** will notify **you** as soon as reasonably practicable.
- 19.8 If **we** change this agreement in a way that disadvantages **you**, **you** can leave **your** plan within 30 days of **us** providing notice without **us** charging **you** any otherwise applicable exit fees provided **you** tell **us** this is why **you** are leaving.

Notices

- 19.9 Notices that **we** send to **you** will be sent: via **your Meridian app**, or to the mailing address, email address or phone number (either by calling **you** or by text) **you** have provided to **us**. **We** may also provide notice via a statement included on or with **your** invoice. It is **your** responsibility to notify **us** of any changes to those addresses and phone numbers. **You** are deemed to have received any notice sent by **us** to:
- (a) **your** mailing address three **business days** after it was sent;
 - (b) **your Meridian app** or email address at the time it is sent (if sent between the hours of 9.00am and 5.00pm (local time) on a **business day**, or if not sent between those hours, at 9.00am on the next **business day** after it was sent); and
 - (c) **your** phone number at the time **we** speak to **you**, leave a voicemail for **you** or text **you** (if the communication is between the hours of 9.00am and 5.00pm (local time) on a **business day**, or if not between those hours, at 9.00am on the next **business day** after the communication).

If **you** have given **us** contact details for an alternate contact person, **we** can give notice to that person in accordance with this clause 19.9 (as though references to **you** and **your** were to the alternate contact person) instead of giving notice to **you**.

Survival on termination

- 19.10 Any clauses which are intended to have effect beyond the term of this agreement will continue in effect after the termination of this agreement including, without limitation, clauses 11, 12, 16.2(c), 16.2(d), 17, 18, 19 and 23.

Contractual Privity

- 19.11 Some clauses in this agreement are for the benefit of and shall be enforceable against **you** by the **lines company** or lines companies (as the case may be) under Subpart 1 of Part 2 of the Contract and Commercial Law Act 2017 including, without limitation, clauses 5.3, 7.1, 7.9, 11.1, 11.2, 11.6, 11.10, 13.2, 16.1, 16.2, 16.5, 17.1, 17.2, 17.3, 17.10, 17.12, 17.13 and 20.

20. EMBEDDED NETWORKS

- 20.1 If **your premises** is connected to an embedded **network**, **you** acknowledge and agree that:
- (a) the owner of the embedded **network** (and not the **lines company** that is the owner of the **network** connected to the embedded **network**) is responsible for the conveyance of electricity via the embedded **network** and that, to the fullest extent permitted by law, the **lines company** that is the owner of the **network** connected to the embedded **network** shall have no liability to **you** of any kind, whether in contract, tort (including negligence) or otherwise, in relation to the embedded **network**;
 - (b) without limiting the acknowledgement and agreement in sub-clause (a) above, to the fullest extent permitted by law, any and all warranties, guarantees or obligations imposed on the owner of the embedded **network** and/or the **lines company** that is the owner of the **network** connected to the embedded **network** (if any), to **you** by the **Consumer Guarantees Act** or any other law concerning:
 - (i) the services to be provided by the owner of the embedded **network**; and
 - (ii) the goods to be provided by **us**,are excluded, and as a condition of **you** being entitled to on-sell electricity to an end-user, **you** must include provisions in all agreements between **you** and an end-user that exclude all warranties, guarantees and obligations of the kind referred to in this sub-clause (b) to the fullest extent permitted

by law, including where the end user is acquiring, or holds itself out as acquiring, electricity for the purpose of a business;

- (c) **you** indemnify the **lines company** that is the owner of the **network** connected to the embedded **network** in relation to all direct loss or damage caused or contributed by the fraud, dishonesty or wilful breach of this agreement by **you**;
- (d) the **lines company** that is the owner of the **network** connected to the embedded **network** will have no liability to **you** in contract, tort (including negligence) or otherwise in relation to the supply to **you** under this agreement; and
- (e) the acknowledgements and agreements referred to in sub-clauses (a) to (d) above are given by **you** for the benefit of the **lines company** that is the owner of the **network** connected to the embedded **network** and are enforceable by the **lines company** that is the owner of the **network** connected to the embedded **network** in accordance with Subpart 1 of Part 2 of the Contract and Commercial Law Act 2017.

21. MERIDIAN WEBSITES

Our website

- 21.1 As a **Meridian** customer, **you** may use **our** website or apps in accordance with this agreement and **we** may send **you** login and other details so that **you** can do so.
- 21.2 The term “**our** website or app” when used in this clause 21 is a reference to any website or online platform that **we** operate.

Usernames and passwords

- 21.3 **You** agree that **you**:
 - (a) are responsible for all actions taken using **your** online account on **our** website or app, including being responsible for all actions of any person with whom **your** username and password is shared and any person who **you** authorise to set up a secondary online account (including ensuring they comply with this clause 21.3), unless clause 21.6 applies;
 - (b) may only share **your** username and password if:

- (i) **you** have a joint account holder, with that person; or
 - (ii) **you** are a business, with those of **your** directors or employees who need to deal with **your Meridian** electricity account, provided that **you** ensure that each such person complies with this clause 21;
- (c) must amend **your** password when any person with whom **you** have shared **your** password stops being entitled to use **your** password (for example, because they cease being a joint account holder or leave **your** employment) - in any case, **we** recommend that **you** change **your** password frequently; and
- (d) other than as permitted above, must maintain the confidentiality of **your** password.

Credit and debit card payments

21.4 Payments made by credit card or debit card are subject to **our** separate terms and conditions for this payment method. There are separate terms for recurring payments and one-off payments. Copies of these can be found on **our** website at www.meridianenergy.co.nz.

Malicious code and unauthorised access to information

21.5 Although **we** endeavour to:

- (a) prevent the introduction of viruses or other malicious code (together, "malicious code") to **our** website; and
- (b) protect the security of **your** personal information,

we do not guarantee that **our** website, or any data available from it, is free from malicious code or **your** transmissions or data or of the information contained on **your** computer system or on **our** website will not be accessed or altered by an unauthorised person. **You** are responsible for ensuring that the process that **you** use to access **our** website does not expose **your** computer system to the risk of interference or damage from malicious code.

21.6 To the extent allowed by law, **you** will not be liable to **us** and **we** will not be liable to **you** for any damages or harm attributable to malicious code or the unauthorised access to or unauthorised alteration of information, unless **you** or **us** (as the case may be) intentionally introduced the malicious code or intentionally allowed the access or alteration of information.

22. QUESTIONS

- 22.1 If **you** have any questions in relation to this agreement or **your electricity supply** in general, please contact **us**. **Our** contact details are set out in clause 18.1.

23. DEFINITIONS

- 23.1 In this agreement, unless the context otherwise requires:
- (a) **business day** means any day other than a Saturday, Sunday or a statutory public holiday in New Zealand.
 - (b) **Consumer Guarantees Act** means the Consumer Guarantees Act 1993.
 - (c) **Electricity Authority** means the body of that name established under the Electricity Industry Act 2010 and any replacement for that body.
 - (d) **electricity supply** means the supply of electrical energy by **us**, metering services by **us** through **our metering services provider**, and the provision of line services for the delivery of electricity by the **lines company**.
 - (e) **emergency situation** means a situation in which there is a probable danger to life or property or immediate risk to the continuity or safety of supply or distribution of electricity.
 - (f) **equipment** includes, as the circumstances require, all **meters**, pre-pay equipment, **load management** equipment, switches, relays, fuses, wiring and other equipment that uses or is used (or intended or designed to be used) in or in connection with the generation, conversion, transformation, conveyance or use of electricity. A reference to the **lines company's** equipment includes a reference to equipment owned by the **lines company's** agent or any other third party the **lines company** has contracted with for the use of that equipment.
 - (g) **industry standards** means any accepted industry arrangements, guidelines, protocols or other standards.
 - (h) **lines company** means:
 - (i) the owner of the **network** connected to **your premises** and its employees, contractors or agents; and
 - (ii) if the owner in sub-clause (i) above is

the owner of an embedded **network**, the owner of the **network** connected to the embedded **network**, and its employees, contractors or agents.

- (i) **lines company agreement** means an agreement between **Meridian** and the **lines company** governing use of the **lines company's network**.
- (j) **load management** means the control of electricity flowing to **your premises** by way of **load management** switches in, over, on or relating to **your premises**.
- (k) **medically dependent consumer** means a person (whether a customer or a consumer temporarily or permanently resident at a customer's **premises**) who needs mains electricity for critical medical support (including use of medical or other electrical **equipment** needed to support a treatment regime), such that loss of electricity may result in loss of life or serious harm.
- (l) **meter** means the metering and other **equipment** installed at **your premises** which is used to measure and/or provide information about the quantity of electricity which **we** supply to **you** and/or patterns of electricity usage and/or demand and includes all associated **load management equipment** and wiring and includes a smart **meter** and the metering communications **network**.
- (m) **metering services provider** means any person appointed by **Meridian** to perform any metering services and that person's employees, agents and contractors.
- (n) **network** means any network for the distribution of electricity owned or controlled by the **lines company**.
- (o) **network connection point** means the point at which **your premises** connects to the **lines company's network**, which is usually at the pole fuse for an overhead connection, or the property boundary for an underground connection.
- (p) **premises** means the address supplied with electricity under this agreement and includes all land, dwellings and other buildings at that address.
- (q) **Transpower** means Transpower New Zealand Limited, the company that operates the national transmission system and its

employees, contractors or agents.

- (r) **we, our, us, or Meridian** means Meridian Energy Limited, its subsidiaries, employees, contractors (including, without limitation, the **metering services provider**) and agents and those contractors' and agents' subcontractors and subagents.
- (s) **you and your** means you, the customer.



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