



Standard Terms and Conditions for Electricity Supply – April 2019

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THE CONTRACT

Smart Billing Solutions is a part of the Smart Power group, which was established in 1993 and offers a wide range of services in the areas of energy management, procurement and utility billing.

We are a *billing agent* for our clients, being property owners, developers, bodies corporate and other Customer Network owners or operators.

We can be reached by:

Email: service@smartbillingsolutions.co.nz

Phone: 0800 692 455 (NZ landline) or
+64 9 534 9644 (mobile or international callers)

Post: Smart Billing Solutions Ltd
PO Box 39315,
Howick
Auckland 2045

HOW TO BECOME OUR CUSTOMER

How to apply

1. You can open an account by:
 - 1.1 Completing a Utility Supply Application Form and sending it to us at service@smartbillingsolutions.co.nz. We will respond by email within 5 Working Days of receipt of your application;
 - 1.2 Calling us on 0800 692 455 (NZ landline) or +64 9 534 9644 (mobile or international callers)
2. Before accepting you as a customer, we need to check that you meet our acceptance criteria; as a billing service we only supply certain Premises which are owned or managed by our clients. In some cases, we need to ask for a Bond. The circumstances when a Bond will be required are set out in **clause 53**.
3. A contract between us is formed and you will be liable to pay our charges when we accept your application to join us or when you first use electricity supplied by us, whichever occurs first.
4. If your application is accepted (or you use electricity supplied by us without applying to do so) you will be bound by these terms and conditions.

Moving to Premises we already supply

5. If you move to Premises we already supply and you were our customer at your previous Premises you need to tell us, but you do not need to reapply to join us. However, we do need a final Meter reading from your previous Premises and your new Premises. Your options for arranging this are set out in **clauses 76 and 77** below.
6. If you move to Premises we already supply but were *not* our customer at your previous Premises:
 - 6.1 Please open an account under **clause 1** above;
 - 6.2 If you do not apply, we may disconnect your supply;
 - 6.3 If you do not open an account with us you must still pay us for any electricity you use, and for any other services we provide at the Premises.

Moving to Premises we do *not* already supply

7. If you are moving to Premises we do *not* supply but within an area we do supply, and:
 - 7.1 You were our customer at your previous Premises:

- a. You do not need to re-apply;
- b. But you do need to tell us the address of your new Premises; and
- c. We need to receive a final Meter reading from your previous Premises and your new Premises. Your options for arranging this are set out in **clauses 76 and 77** below.

7.2 You were *not* our customer at your previous Premises, please apply to join under **clause 1** above.

More than one person on the same Account

8. Any number of people may join as customers under this contract. However, each customer is individually and jointly liable for all money owing to us and all other customer responsibilities while he or she is a customer. Each such customer may exercise all rights under this contract.
9. You must advise us if you no longer wish to be a joint customer. We may require the remaining customers to enter into a new contract. If you wish to terminate this contract, you need to follow the steps in **clauses 118 and 119**.
10. When you cease to be a joint customer, you are still liable for all customer responsibilities that arose while you were a customer.
11. You may nominate a person to make decisions for you under this contract, however you are still responsible as a customer.

PROTECTING INFORMATION ABOUT YOU

Your information

12. To become our customer, we need you to provide us with certain information. We may not be able to process your application if the information is not provided. Please tell us promptly if any of this information changes.
13. We may use any information we collect and hold about you for any or all of the following purposes:
 - 13.1 To supply electricity to you;
 - 13.2 To invoice you;
 - 13.3 To carry out credit checks or debt collection;
 - 13.4 To send you notices or contact you;
 - 13.5 To meet the requirements of the Electricity Industry Act and Electricity Industry Participation Code and Utilities Disputes;

- 13.6 To meet the requirements of the operators of the Grid or Networks or a trust or co-operative owned Lines Company;
- 14. We may record telephone conversations with you. We do this to:
 - 14.1 Help train and monitor our customer service staff;
 - 14.2 Confirm our contractual commitments with you; and
 - 14.3 Help resolve any disputes.

Confidentiality

- 15. Information about you will be held and used by us in accordance with the Privacy Act 1993.
- 16. Under the Privacy Act, you or any other customer under this contract may access and request the correction of any of the information we hold under this contract by contacting us. Our contact details are set out on page 3.
- 17. We may also disclose information about you to:
 - 17.1 Any other person who is a customer under this contract;
 - 17.2 Credit reporting and debt collection agencies;
 - 17.3 Utilities Disputes in connection with any complaint made by you;
 - 17.4 Any person we are required by law to provide with information about you;
 - 17.5 The owner or operator of the Customer Network in which your supply is located, in order to provide reporting.
- 18. By entering into this contract, you authorise any person to provide us with such information about you as we may require in response to our queries and for any of the purposes set out above.

OUR PERFORMANCE COMMITMENTS

- 19. Subject to **clause 20**, we have set ourselves the following performance commitments for our customers:
 - 19.1 **Prompt response:** Time to receive a response from us, if you:

Write: 5 Working Days from receipt.

Email: 5 Working Days from receipt.

- 19.2 **Invoice queries:** Time to correct any errors in your invoice or Meter estimates, once notified: 15 Working Days.
 - 19.3 **Prompt invoices:** Subject to **clause 82**, we will send you an invoice based on an actual reading at least every 2 billing periods.
 - 19.4 **Complaints:** Time to investigate a complaint you may make to us about our services: 10 Working Days.
 - 19.5 **Planned interruptions to supply:** We will communicate to the management of the Premises in which you are located, the duration of interruptions to your supply which are planned by us in accordance with **clause 92** and we will use reasonable endeavours to ensure that any interruption does not continue after its scheduled duration. Interruptions to your electricity supply which are planned by your local Lines Company are not subject to this commitment.
20. We may be prevented from meeting the performance commitments in **clause 19** due to an act, event, omission or accident beyond our control including, without limitation, an act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, fire, flood, earthquake, lightning, storm, or significant Grid or Network failure. In these circumstances, we will use our reasonable endeavours to meet the performance commitments as soon as practicable.

OUR PRICES + FEES

Our prices

- 21. Where possible we offer a range of price plans and we can help you choose the price plan most appropriate for you. You can get a copy of our price plans for your Premises by calling or emailing us and we will email it to you. Our contact details are set out on page 3.
- 22. If you join us but do not choose a price plan, we will put you on a price plan that we consider best meets your needs.

Our fees

- 23. We also charge fees for services provided under this contract. Our fees are set out in our fees schedule, which is available by calling or emailing us and we will email it to you. Our contact details are set out on page 3.

Price changes

- 24. We may only increase our prices after giving you at least 30 days' notice. We will give notice:
 - 24.1 By sending you an email or enclosing a notice with your invoice.
 - 24.2 In accordance with **clause 113** if we increase our prices by more than 5%.

25. If we increase our prices we will explain the reasons for the increase when we give you notice in accordance with **clause 24**.
26. If we apply a price change between invoices, we may average out the electricity you used over the period (to calculate your daily average usage) and pro rata your charges accordingly.

INVOICES + PAYMENT

Our invoices

27. We will send you an invoice for your actual or estimated electricity use every month, unless the price plan you choose provides otherwise.
28. We will charge you according to your price plan, together with any relevant fees incurred under our fees schedule.
29. If your price plan includes fixed charges, we will itemise these fixed charges separately.
30. Our invoice may include charges for goods or services you have asked us to provide other than electricity and Lines Services (if our invoice includes the Lines Company's charges). We will show any of these additional items separately, unless you agree otherwise.

Estimated invoices

31. If your Meter has not been read for the period covered by an invoice, we will make a reasonable estimate of your likely electricity use during the invoice period.
32. If your invoice is based on an estimate, we will say so on your invoice. If you ask, we will explain the basis of our estimate.

Delivery of invoice

33. We can send our invoices to you by post, or by sending you an email. Please tell us the:
 - 33.1 Method of delivery you prefer; and
 - 33.2 Physical, postal, or email address you wish us to use.
34. We will assume you have received our invoice 3 days after we post it or the day after we email it.

Customer to pay invoice

35. You must pay our invoices in full by the due date on the invoice, whether it is based on actual or estimated electricity use.
36. If you think our invoice has an error, please contact us so we can clarify any issues. Our contact details are set out on page 3.
37. If you dispute part (or all) of any invoice, you must still pay the undisputed amounts.

Important advice

38. Choose a payment option that enables you to pay our invoice on time, avoid unnecessary fees and take advantage of available discounts.
39. If you have a debt owing to us from a previous Account, we may be able to transfer this debt to a current Account that you hold with us. The amount owing must be paid in accordance with the terms of that Account, unless we agree otherwise but a default in payment may be treated by us as a default under this contract.
40. If you fail to pay our invoice, your electricity supply may be disconnected. This is explained further in **clauses 96 to 98** below.
41. If you are having difficulty paying our invoices, please let us know. Our contact details are set out on page 3. We have policies in place that may help you manage your payments.

Payment options

42. You can pay our invoices in a variety of ways:
 - 42.1 By direct debit authority;
 - 42.2 By regular automatic payment of a fixed amount;
 - 42.3 By payment at a branch of our bank;
 - 42.4 By internet transfer from your bank account.

Fees + discounts

43. Some payment options incur service fees. These are set out in our fees schedule which is available on request or on our web site: www.smartbillingsolutions.co.nz. Our contact details are set out on page 3.
44. We may offer a discount if you pay on time. The details of any discount offered will be shown on your invoice.
45. Please note that if your payment is dishonoured, we may charge you a dishonour fee.
46. Any collection or legal fees incurred by us in relation to charges which are due from you, and any of our costs in relation to dishonoured payments of charges, shall be recoverable from you. You will be responsible for all costs, including third party debt collection agency costs, of collecting any unpaid invoices.

Invoice errors + late invoices

47. If our invoice is based on a Meter reading (not an estimate) and we overcharge you in error, you are only liable to pay the correct amount and we will refund you the amount we over-charged; and you can choose how it is refunded.

48. If our invoice is based on Meter readings (not an estimate) and we undercharged you in error you are only liable for the amount that should have been charged.
49. If we send you an invoice that is more than 2 months late, you may request to have at least the length of time covered by the invoice to pay it, in regular instalments or as otherwise agreed.
50. No interest is due on any amounts over-paid or under-paid in relation to incorrect or late invoices.

Payment if Meter is faulty

51. Sometimes Meters are faulty and may measure more or less electricity than you actually use. If this happens, we cannot tell for sure how much power has actually been used and therefore if it is apparent that your Meter has measured more electricity than you actually used and you have over-paid us, we will refund to you an amount we reasonably believe is a realistic estimate of the over-payment.
52. However, if your Meter has been tampered with, we will invoice you for electricity we reasonably estimate you are likely to have used. If you ask, we will explain the basis on which our estimate is calculated.

BOND

Why a Bond may be needed

53. For some customers, we may at any time (at our discretion) require a Bond. A Bond is a sum of money we collect from you and hold as security against non-payment by you of our invoices. If we require a Bond the reason for our decision will be explained to you. A Bond may be required if you:
 - 53.1 Do not meet our credit criteria;
 - 53.2 Have a pattern of unpaid electricity invoices;
 - 53.3 Have been repeatedly late in paying your electricity invoices;
 - 53.4 Have tampered or interfered with a Meter or other electricity equipment;
 - 53.5 Have repeatedly refused or obstructed access to your Premises for a Meter reading; or
 - 53.6 Have been disconnected for any of the reasons referred to in **clauses 96 or 99** below.
54. We will hold your Bond as security against any amounts invoiced and unpaid under this contract.
55. If we require a Bond, the Bond must be paid to us within 10 Working Days of the date we request the Bond from you, or we may disconnect your electricity supply.

Amount of Bond

56. Any Bond will not exceed the value of 2 month's consumption by an average household, or if you are a business, 2 months expected consumption.
57. Any Bond will be held in trust on your behalf in a separate account.

Repayment

58. We will repay your Bond within 1 month of the following:
 - 58.1 You maintaining a satisfactory payment record and not coming within **clauses 53.2 to 53.6** above for 1 year (or earlier if we agree); or
 - 58.2 You terminating our supply of electricity to you, less any amounts you owe us,whichever is earlier.
59. If we keep your Bond for longer than 1 year and you ask us, we will explain why.
60. We will repay your Bond, less any amounts you owe us by crediting your Account with us or paying you by direct credit to your nominated bank account (the choice is yours).

METERS

Installation of Meters

61. A Meter measures how much electricity you use. Meters are required at your Premises.
62. If you do not have the necessary Meters, we will arrange for them to be installed. You may not install any Meters yourself.
63. No matter how it is installed, no Meter is ever a 'Fixture'. This means a Meter never becomes part of the Premises. At all times, it remains the property of the Meter owner and you must not allow any security interest to be created over any Meter or related equipment. In certain instances (for example unit titles) you may be the meter owner and/or responsible for its upkeep and/or replacement.

Location and protection of Meters

64. You must ensure that Meters are installed on a suitable meter-board, which is easy for us to access and has a viewing panel of sufficient size for us to view the Meter registers.
65. You must, at your expense, take all reasonable steps to protect any Meters and related equipment at your Premises against interference or damage.
66. If you could have prevented interference or damage to Meters or related equipment by exercising reasonable care, we may recover from you any costs we incur in repairing or replacing the Meters or related equipment.

67. You must ensure that Meters or related equipment are not removed or replaced without our consent.
68. Please notify us as soon as possible if you become aware that the Meters or related equipment are damaged, defective or look unsafe.
69. If you require a Meter or related equipment to be relocated on your Premises, you must use an Authorised Tradesperson to do this. Please contact us if you need any assistance.

Meter maintenance and accuracy

70. We, or the owner of the Premises or Unit, are responsible for maintaining Meters and related equipment. This includes ensuring that any Meter is accurate within industry standards.
71. We may repair, test or replace the Meters or related equipment at any time and you must provide access, as set out in **clause 82**, for us to do so.
72. If we test a Meter, subject to **clause 74**, we will inform you of the results of the test on request and if:
 - 72.1 It is faulty and you had no part in causing the fault, we will arrange to replace or repair the Meter;
 - 72.2 It is not faulty and you requested the test, we may charge you our costs for testing the Meter provided that, subject to **clause 74**, we informed you of any extra charge you might incur if we did test your Meter, prior to undertaking this work.
73. Subject to **clause 74** we will inform you prior to taking any action on your Meter which may impact on your invoices or result in an extra charge.
74. Our obligation to inform under **clauses 72 and 73** does not apply where we have reasonable cause to suspect that fraud, theft or Meter tampering has taken place.
75. You are responsible for maintaining the Meter box and board on which the Meters or related equipment are located, together with any fuse board, main switch, internal wiring and the wires that connect your Premises to the Network.

Meter Reading

76. We will read all Meters at your Premises at least every 2 months (or 2 billing periods if we have agreed on a longer billing period), unless:
 - 76.1 The Code or Act require a different frequency;
 - 76.2 We both agree otherwise; or
 - 76.3 We cannot gain reasonable access to your Meters, or you do not tell us the correct Meter location.

77. You may read your Meters yourself and give us the readings. We can decide whether or not to accept your readings. If we do not accept any of your readings, we will carry out a special Meter reading within 5 Working Days. If it turns out that:

77.1 Your reading was accurate, we will not charge you for the cost of our special reading; or

77.2 Your reading was inaccurate, we may charge you for the cost of our special Meter reading.

Tampering with Meters

78. You must not tamper with any Meters or related equipment. Tampering with Meters is dangerous and may be a criminal offence.

79. If you are found to be at fault, we will charge you for all reasonable costs incurred in:

79.1 Investigating any possible tampering; and

79.2 Any necessary repairs.

80. If any Meters or related equipment have been tampered with:

80.1 We will invoice you for the electricity we reasonably estimate you have used;

80.2 We may disconnect your supply under **clause 99.2** below; and

80.3 We may terminate this contract under **clause 118.2** below and refuse to reconnect your supply.

ACCESS TO YOUR PREMISES

Need for access

81. We may need access to your Premises to:

81.1 Turn the electricity supply on or off;

81.2 Inspect, test, install, operate, maintain, replace, or remove any equipment related to your electricity supply;

81.3 Read your Meters;

81.4 Find the cause of any interference with the quality of supply to your Premises or the surrounding area;

81.5 Prevent harm to people or Premises from equipment for which we are responsible; or

81.6 Comply with any legal obligations for which access is required.

Your obligations

82. When access to your Premises is required you must provide us with access:
- 82.1 That is safe and unobstructed, particularly from any dogs or other animals at your Premises;
 - 82.2 Any time between 8am and 7pm Monday to Saturday, excluding public holidays (unless another time is agreed);
 - 82.3 Immediately if required:
 - i To prevent harm to people or Premises from equipment for which we are responsible;
 - ii For scheduled Meter reading, or routine Meter maintenance of which you have been given at least 5 Working Days' notice; or
 - iii To deal with any other emergency situation involving the electricity supply; and
 - 82.4 On the condition that any representative of ours has identification and provides it to you to examine on request. You should refuse access to anyone who refuses to show such identification and inform us immediately.
83. Except for where you must provide us with immediate access, we will give you reasonable notice of our wish to gain access to your Premises.
84. If any equipment relating to your electricity supply is located behind a locked door or gate, you will need to arrange for us to gain access.
85. If we require a key, or other means of access to your Premises, it will be held, transferred or disposed of in accordance with our policies, which are available by:
- 85.1 Calling us and we will post it to you. Our contact details are set out on page 3; or

Our remedies if no access

86. If you refuse to provide or you obstruct access as required under **clause 82** above:
- 86.1 We may charge you fees as set out in our fees schedule which is available by:
 - i Calling us and we will post it to you. Our contact details are set out on page 3; or
 - 86.2 We may estimate your electricity use and invoice you in accordance with **clause 31** above;

- 86.3 We may disconnect you under **clause 99**; and/or
- 86.4 If we reasonably believe that there is immediate danger to persons or Premises, we may take reasonable steps to gain access without your permission.

YOUR OTHER RESPONSIBILITIES

Protection against surges or spikes

87. 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.
88. We also recommend that you consider taking out insurance against surges, spikes and other fluctuations or interruptions in electricity supply.

Connections and reconnections

89. Only an authorised person may connect or reconnect your Premises to the Network.
90. If you are making a new connection, or asking for a reconnection after 6 months of being disconnected, you need to obtain the appropriate certification from a licensed electrical inspector, or other approved service providers. You must pay any costs associated with certification. Please contact us if you would like any advice. Our contact details are set out on page 3.

Safety

91. Please contact us if you become aware that any equipment relating to your electricity supply is defective, damaged or causing a hazard. Our contact details are set out on page 3.

OUR SUPPLY OF ELECTRICITY TO YOU

Technical interruptions

92. You need to be aware that your supply of electricity may be interrupted or disconnected for a variety of reasons as follows:
- 92.1 To maintain or replace equipment owned by us;
 - 92.2 To upgrade the quality of supply to your Premises or surrounding area;
 - 92.3 To protect persons or Premises;
 - 92.4 For any other health and safety reasons;

- 92.5 To comply with proper instructions from the Lines Company, Transpower, the Electricity Commission, or any regulatory authority; or
- 92.6 If an act, event, omission or accident beyond our control causes such interruption. Examples of such an act, event, omission or accident include an act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, fire, flood, earthquake, lightning, storm, or significant Grid or Network failure.
93. If an interruption of your supply is planned for any of the reasons in **clause 92.1 to 92.5** above, we will notify you or your building manager or landlord at least 3 days' notice of the time and expected duration of the outage. No notice is required if the event is unplanned. However, we will use reasonable endeavours to notify you or your building manager or landlord of the time and expected duration of any outage as soon as reasonably practicable.
94. If your supply is interrupted for any of the reasons set out in **clause 92.6** we will use reasonable endeavours to reconnect your supply as soon as practicable.

Interruptions under a price plan

95. Part or all of your supply may be interrupted if you are on a price plan that allows us to remotely control the supply of electricity to some or all equipment in your Premises (for example, your hot water cylinder).

Disconnections for non-payment

96. If **clause 97** applies, you may be disconnected if you do not pay in full, by the due date, any amounts you owe us in relation to the supply of retail services, Lines Services and/or electrical energy including any bond request under **clause 53**.
97. Our right to disconnect you under **clause 96** above is limited as follows:
- 97.1 If you have not paid part or all of our invoice 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. However, if we reasonably consider that your dispute is frivolous or vexatious, we may disconnect you;
- 97.2 If you have not paid the undisputed part of our invoice (if any), then we may disconnect you in relation to this unpaid amount;
- 97.3 **Clause 96** above applies to any of our invoices based on a reasonable estimate of your likely electricity use, however in this case we will only disconnect if it is fair and reasonable to do so in the circumstances;
98. If you are disconnected for non-payment, you must still pay:
- 98.1 Any amounts you owe us; and

- 98.2 Any charges for services that continue to accrue after your electricity supply is disconnected.

Disconnection for other reasons

99. You may be disconnected if:

- 99.1 *Theft*: There is reasonable evidence of electricity theft;
- 99.2 *Wilful Damage*: There is reasonable evidence of wilful interference or damage by you to any equipment relating to the supply of electricity to your Premises, in breach of **clause 78** above;
- 99.3 *No access*: Over a continuous period of 3 months, you prevent us from coming onto your Premises for any of the reasons set out in **clause 81** above;
- 99.4 *Application criteria*: You move into Premises we supply and apply to join us, but do not meet our application criteria;
- 99.5 *Emergency access*: If you deny immediate access to your Premises for us under **clause 82.3**; or
- 99.6 *End of contract*: This contract is terminated.

Notices of disconnection

100 Except in the case of agreed or emergency disconnections, we will provide for:

- 100.1 At least 7 days' notice of warning of disconnection before any disconnection;
- 100.2 A further 3 days for the delivery of the notice;
- 100.3 A final warning no less than 24 hours nor more than 7 days before the disconnection. The final warning must provide the timeframes for disconnection. This will be a separate notice to the one provided at least 7 days prior to disconnection and can be provided via telephone, email, hand delivery or post;
- 100.4 If disconnection is not prevented by you and not completed within the timeframes notified we will issue another final warning no less than 24 hours nor more than 7 days before disconnection.

101 We will take all reasonable steps to ensure that you actually receive a final warning, described in **clause 100**.

102 Any warning or notice of disconnection will include information about:

- 102.1 The reasons for the disconnection;
- 102.2 Our dispute resolution processes;

- 102.3 Details of how you can avoid disconnection, including where applicable, where and how you can pay the amount owing;
- 102.4 The fee for reconnecting you (including explicit information about the additional charges, over and above the payment of unpaid invoices, that will apply); and
- 102.5 Our policies that may help you manage your payments if you are having difficulty paying our invoices.

Disconnection charges

- 103 Our charges relating to disconnections and reconnections are set out in our fee schedule, which is available by:
 - 103.1 Calling us and we will post or email it to you. Our contact details are set out on page 3; or
- 104 Any fee we charge in relation to a temporary disconnection and/or reconnection will be no more than the amount required to meet the costs we incurred in the disconnection and/or reconnection.

Reconnection

- 105 Before we reconnect you, we may require you to:
 - 105.1 Pay all amounts you owe us, including any fees (as set out our fee schedule), which may include a disconnection and reconnection fee;
 - 105.2 Pay any collection costs we incurred in obtaining payment of the amounts you owed us;
 - 105.3 Agree on a satisfactory method for paying future charges;
 - 105.4 Provide a Bond under **clause 53** above.
- 106 Once you have satisfied the requirements for reconnection we will use our best endeavours to restore your electricity supply as soon as possible.

LIABILITY AND COMPENSATION

Consumer Guarantees Act 1993

- 107 The Consumer Guarantees Act 1993 (CGA) applies if you buy electricity or electricity supply services for personal, domestic or household use, not for use in trade or a manufacturing or production process. The CGA therefore applies to both electricity Retailers and Lines Companies.
- 108 The CGA gives you the benefit of various guarantees, including:

108.1 That our electricity is of acceptable quality, and is fit for the purposes for which you buy it; and

108.2 That we will provide our services to you with reasonable care and skill.

109 If we breach any of these guarantees, your rights of redress are set out in the CGA.

110 **Clauses 107 to 109** above notwithstanding, to the fullest extent permitted by law, including where you are acquiring, or hold yourself out as acquiring, electricity for the purpose of a business, any and all warranties, guarantees or obligations imposed on the us by the Consumer Guarantees Act 1993 or any other law concerning:

(a) the services to be provided by us; and

(b) the goods to be provided by us,

are excluded.

Other matters

111 We are both liable for the actions or inactions of our respective officers, employees and agents.

112 Our liability to each other under **clauses 107 to 110** above is in addition to any other amounts we may owe each other.

NOTICES

113 A notice from us to you may be:

113.1 Delivered to the address to which you asked us to send notices;

113.2 Posted to your last known postal address;

113.3 Emailed to your last known email address, if you have agreed to have notices delivered in this manner; or

113.4 Faxed to your last known fax number, if you have agreed to have notices delivered in this manner.

114 To ensure you receive the notices we send please update us with your contact details should they change.

115 Subject to **clauses 24, 100 and 116**, and provided we also comply with **clause 93** where appropriate, we may give you notice by placing a notice in your local newspaper and posting information on our web site at www.smartbillingsolutions.co.nz to inform you of:

115.1 Any planned interruption or disconnection of electricity supply; or

- 115.2 Any changes to the terms and conditions of this contract.
- 116 Notice of any change to our frequency of invoicing, frequency of Meter reading and disconnection under **clause 100** will be given under **clause 113** above.
- 117 We are entitled to assume that a notice from us has been received by you:
- 117.1 On the day it was delivered to the address to which you asked us to send notices;
 - 117.2 3 days after it was posted to your last known postal address;
 - 117.3 The day after it was transmitted to your last known email address or fax number;
 - 117.4 On the day after it was published on our web site, or the notice appeared in your local newspaper.

TERMINATION

Termination

- 118 This contract may be terminated:
- 118.1 By you providing us with 1 months' notice;
 - 118.2 If either of us breach this contract in a material way.
- 119 On or before termination:
- 119.1 A final Meter reading is required;
 - 119.2 You must stop using electricity and any of our other services; and
 - 119.3 You must pay in full any amounts you owe us.

Your responsibilities continue

- 120 Your responsibilities under this contract that are intended to apply after this contract has been terminated will continue until their purpose is served. Some examples include your obligation:
- 120.1 To pay all amounts you owe us;
 - 120.2 To provide access for us to the Meters at your Premises.

Our responsibilities continue

- 121 Our responsibilities under this contract that are intended to apply after this contract has been terminated will continue until their purpose is served. Some examples include our obligation:

- 121.1 To pay all amounts we owe you. For example, we may be required to repay your Bond under **clause 58**;
- 121.2 To return your keys in accordance with our policies, which can be emailed to you on request. Our contact details are set out on page 3.

COMPLAINTS

Making a complaint

- 122 We are committed to giving you the best possible service. If something is not right, please call us on Calling us on 0800 692 455 (NZ landline) or +64 9 534 9644 (mobile or international callers). We will do our best to put it right as quickly as possible.
- 123 If you remain unsatisfied, please contact our Operations Manager, Utility Solutions using the phone numbers in **clause 122** above or emailing service@smartbillingsolutions.co.nz.
- 124 Our complaints resolution process is free and we are committed to delivering fair and effective outcomes in good faith. A written copy of our processes is available by contacting us. We aim to meet the standards required by Utilities Disputes, of which we are a member.
- 125 You will be treated courteously and with respect. Our team are trained in dealing with complaints. Our team will acknowledge your complaint within 2 Working Days 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 better resolve your complaint.
- 126 We review our complaints resolution process regularly to make sure it is delivering fair and effective outcomes for our customers.

Taking your dispute to Utilities Disputes

- 127 You may refer your dispute to Utilities Disputes if:
 - 127.1 You are unhappy with the way we propose to resolve your dispute;
 - 127.2 Your dispute is not resolved within 20 Working Days of us receiving it and we have not written to you explaining why we need further time; or
 - 127.3 Your dispute is not resolved within 40 Working Days of us receiving it.
- 128 You can contact Utilities Disputes on:

Utilities Disputes
Freepost 192682, PO Box 5875,
Wellington 6140
Wellington
Freephone: 0800 22 33 40
Email: info@utilitiesdisputes.co.nz

General

- 129 While Utilities Disputes resolution process is free, you can also take your complaint to the Disputes Tribunal or through the court system.
- 130 Within 10 Working Days of resolving any dispute about our charges, we will credit your Account with any amount we owe you, or you will pay us any amount you owe us.

ABOUT THIS CONTRACT

- 131 Subject to **clause 24** (relating to changes in our prices), and **clause 116** we may change part or all of this contract by giving you at least 30 days' notice under **clause 113 or 115** in which we will explain the reasons for the changes.
- 132 This contract replaces any other contract you may have had with us and includes any other document referred to in this contract.
- 133 If any terms or condition of this contract are ruled invalid in court, it will not affect the rest of this contract.
- 134 You are responsible for paying for the services in this contract and for making sure your contractual obligations are met.
- 135 We can transfer or assign all or any of our rights and obligations under this contract to someone else. We can also subcontract or delegate all or any of our obligations
- 136 You may not transfer or assign any of your rights or obligations under this contract to another person unless we agree.
- 137 In the event of any conflict between this contract and the Scheme Rules, the Scheme Rules prevail. You can obtain a copy of the Scheme Rules from Utilities Disputes website (www.utilitiesdisputes.co.nz) or we will send you a copy if you contact us. Our contact details are set out on page 3.

DEFINITIONS

Account means your customer account with us for the provision of electricity or electricity supply services by us to your Premises;

Appliance means any appliance that uses, or is designed or intended to use, electricity, whether or not it also uses, or is designed or intended to use, any other form of energy;

Authorised Tradesperson means any person who is authorised under the Electricity Act 1992 to do prescribed electrical work;

Bond means a sum of money we collect from you and hold as security against non-payment by you of our invoices;

Electricity Authority means the body continued under subpart 1 of Part 15 of the Electricity Act 1992;

Electricity Governance Regulations and Rules means the Electricity Regulations 2003, and any other regulations made pursuant to subpart 2 of part 14 of the Electricity Act 1992, and the rules called the Electricity Governance Rules made by the Minister of Energy under section 172H of the Electricity Act 1992 by notice published in the *Gazette*, as may be amended from time to time;

GPS means a statement of government policy given under the Electricity Act 1992;

Grid means the assets used or owned by Transpower for the purpose of conveying electricity

Lines means works that are used or intended to be used for the conveyance of electricity;

Lines Company means a person who supplies Line Services to any other person or persons (and includes the Lines Company's representatives or contractors);

Line Services means:

- a. the provision and maintenance of works for the conveyance of electricity;
and
- b. the operation of such works, including the control of voltage and assumption of responsibility for losses of electricity;

Meter means a meter that measures the electricity used;

Network means Lines, equipment and plant that is used to convey electricity between the Grid and you;

Point of Connection means a point where electricity may flow into or out of the Network;

Premises means the site to which electricity is supplied or is to be supplied;

Retailer means a person who supplies electricity to another person for any purpose other than for resupply by the other person (and includes us or another retailer and any representatives or contractors of a retailer);

Surge Protection Device means a device designed to protect electrical equipment from voltage surges;

Transpower means Transpower New Zealand Limited or any subsidiary of, or successor to, that company;

Utilities Disputes means the Commission set up under the Electricity Complaints Commissioner Scheme to provide an independent overview of that scheme;

We, us, our means Smart Billing Solutions (and includes our representatives and contractors);

Wholesale Prices means the prices paid for electricity on New Zealand's electricity spot market;

Working Day means any day of the week other than Saturday, Sunday, Good Friday, Easter Monday, Anzac Day, Labour Day, the Sovereign's birthday, Waitangi Day; Boxing Day, Christmas Day and Auckland Anniversary.

You, your means you; a person who is supplied or who applies to be supplied with electricity by a Retailer.