

Business Agreement

These are your Terms and Conditions
for your Energy Supply with 

Congratulations! Your application has been processed and accepted and we are very happy to be supplying your Business.

You are now a customer of Pulse Energy

Overview of Agreement

The goods and services to be supplied under this Agreement are electricity.

The date of your Agreement is the date on which You agreed (by phone, internet or other means) to accept the supply of Energy from Us.

The Price Plan which applies to You will be sent to You, and is otherwise available on request or from Our website at www.pulseenergy.co.nz.

This Agreement provides You with all of the information You need to know about Your Energy supply with Us including:

- A. Information about Our obligations as Your Energy supplier and how We will look after You.
- B. Information about Your obligations to Us as Our customer.
- C. What to do when You move Premises and the easy steps to set up Your Energy at Your new Premises.
- D. The Billing and Payment Options available to You.
- E. Details of how to terminate this Agreement free of charge by giving us 30 days' notice.
- F. The circumstances in which your Energy supply may be suspended or disconnected.
- G. How to contact Us if you have any questions or would like information about Your Energy supply with Us.

Acknowledgement

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

Description

- A. **Pulse Energy, Just Energy and Grey Power Electricity** are trading names of Pulse Energy Limited. Pulse Energy Limited is a publicly traded New Zealand company located at 12-16 Nicholls Lane, Carlaw Park, Auckland, New Zealand. See Contact Details at the end of this Agreement.

Our Key Obligations to You

- A. We will supply Energy to Your Premises that comply with this Agreement, applicable laws, regulations and electrical codes of practice.
- B. The services that We will provide to You is to arrange the supply of Energy, using Your existing Metering Equipment.
- C. Our Bill will separately show both the charges for the Energy supplied to You and the Network Services charges, Metering, Billing and Administration, Electricity Authority levy and discounts.
- D. If You would like to terminate this Agreement with Us because You are switching to another retailer, We will cooperate with Your new provider to make sure the switch will take place as soon as reasonably practicable but please note that if the switch takes place before the end of the 30 day notice period referred to in paragraph A of the section headed "Your Key Obligations to Us", then You will be required to pay Us an Early Termination Fee of \$150..
- E. We commit to, using reasonable endeavours to:
 - 1. Correct any errors in Your Bill, once notified to Us, within 20 Working Days.
 - 2. Send You a Bill each month (unless Your Price Plan indicates otherwise) based on an actual reading of Your Meter every month, unless Your plan states otherwise. In the event this cannot be completed, we will estimate Your Meter reading until a Meter reading has been completed.
 - 3. If Your Bill is based on an estimate reading, clearly state this on Your Bill.
 - 4. If We are not supplying Electricity at the commencement of this Agreement, commence supply as soon as possible.
 - 5. Ensure that equipment used in the provision of Network Services for delivery of Energy to You will be monitored and maintained in line with good industry practice prevailing in New Zealand. The Lines Company is responsible for maintaining the Network Services to Your Premises.

Your Key Obligations to Us

- A. If You would like to cancel Your Agreement with Us by switching to another company, You can do so free of charge by providing Us with 30 days' notice. We will cooperate with Your new provider to make sure the switch will take place as soon as reasonably practicable. If the switch takes place before the end of the 30 day notice period that You are required to provide to Us before cancelling Your Agreement with us, You may be required to pay a fee as outlined in Schedule B - Fees.
- B. You can choose a payment option that enables You to pay Your Bill on time, avoiding additional Fees and taking advantage of available discounts.
- C. If You do not pay Your Bill in full by the due date specified on Your Bill, You may be charged a cost per day for the Administration of Arrears. Refer to Schedule B - Fees.

- D. If You have a debt owing to Us from a previous Account, we may transfer this debt to a current Account that You hold with Us.
- E. Your Energy supply may be disconnected for one of the circumstances listed in the sections entitled “Disconnection for reasons of Non-payment” or “Disconnection for reasons other than Non-Payment” arises.
- F. You must advise Us as soon as possible if disconnection presents a clear threat to the health or well-being of You or a member of Your household.
- G. If You move Premises or would prefer an alternative postal address, You should notify Us as soon as possible.
- H. You are responsible for maintaining the Meter box and board on which the Meter(s) or related equipment are located together with any fuse board, main switch, internal wiring and the wires that connect Your Premises to the Network.
- I. If You (or any of the visitors to the Premises, including Your contractors or invitees) damage any equipment of the Distributor, Meter Owner or Lines Company (or any of their contractors, representatives or agents), You will pay the cost of making good the damage to Us, the Lines Company, Meter Owner, Distributor or other third party (as applicable).
- J. You will follow the reasonable directions of the Distributor, Lines Company and any critical contingency operator to ensure the integrity, efficiency, security and safety of the Network and Lines Company’s equipment (including providing the Lines Company with a reasonable opportunity to recover its equipment prior to any planned destruction of Your Premises).
- K. Any number of people may join as customers under this Agreement. Each customer is individually and jointly liable for all money owing to Us and all other customer responsibilities while he or she is a customer. Each such customer may exercise all rights under this Agreement. If one customer under this Agreement no longer wishes to be a joint customer, We may require the remaining customer(s) to enter into a new Agreement. When You cease to be a joint customer, You are still liable for all customer responsibilities that arose until You ceased to be a joint customer. Written confirmation of any changes to single customer information or joint customers are required to give effect to any rights jointly or separately applicable.
- L. You may nominate one or more people as an alternative contact to make decisions for You under this Agreement. However, You are still responsible as a customer and for any acts or omissions made by Your alternative contact. An alternative contact could be a family member, friend or a social agency. If You are facing disconnection, We will make all reasonable endeavours to contact Your alternate contact prior to any disconnection.
- M. You will not sell, or transfer or otherwise attempt to sell or transfer, to any other person or entity, any Energy supplied to You under this Agreement.

Commencement of Supply

- A. For a New Connection, We will have the Premises connected and have commenced supply to You within 30 Working Days of the date of this Agreement. If Lines upgrades or extensions are required before supply can commence, We will agree a timeframe for Your New Connection.

Moving Premises

- A. If You are moving Premises We can make the transition to Your new Premises easy:
 - 1. Contact Us at least 3 Working Days before You move Premises so We can do a final meter reading. At Our discretion, We may estimate the final read or use a reading provided by You.
 - 2. You can give Us the address at Your new Premises so we can arrange Your Energy Supply.
 - 3. If We supply You at Your new Premises, Our Agreement with You will continue to apply.

Your Bill

- A. You can choose to pay Your Bill in part or full by the due date specified on Your Bill.
- B. We will send You a Bill for Your Energy use at least every month unless the Price Plan You choose indicates otherwise.
- C. Your Bill will include the identifier number(s) of all installation control points on Your Premises. Your Bill will also include the Lines Company name.
- D. We will charge You according to Your Price Plan together with any relevant Fees incurred under Schedule B - Fees.
- E. Our Bill may include charges for goods or services You have asked Us to provide other than Energy and Network Services. We will show any of these additional charges separately.
- F. We can send Our Bill to You by post or by email notifying You that it is available online. You will be deemed to have received Our Bill 3 days after We post it or the day after We email a notification to You. You must pay Your Bills in full by the due date on the Bill.
- G. We may read Your Meter outside of Working Hours and on days other than Working Days. We or the relevant third party will write or in some cases contact You, to advise of when and why We require immediate access to Your Meter, regardless of whether it is located inside or outside. There may be instances when Your Meter(s) may require routine maintenance for the purpose of construction, upgrade, inspection, repairing or the operating of any equipment used in or in connection with generation, conversion, transformation or conveyance of Energy. This may be carried out by Us or a contracted third-party. We will write to notify You of Our intent to maintain, upgrade, inspect, or repair any equipment within 5 Working Days.
- H. If We need to do an estimate reading, We will calculate this based on Your average Energy usage patterns. If this information is not available, we will estimate based on an average customer.
- I. You are obliged to pay a Bill which is based on an estimate reading. You are able to provide a Meter reading within 48 hours of the original scheduled read date which can be used to correct the estimation.

- J. If We accept the Meter reading You give Us, We will send You a new Bill based on this Meter reading, and You agree to pay the amount shown on that new Bill. We may reject the Meter reading You give Us if it is not consistent with Our records.
- K. You can request a special Meter reading by calling Us. A special Meter read is a cost to You as outlined in Schedule B - Fees.
- L. You may not offset any amounts You may owe to Us under this Agreement against an amount that We may owe to You.
- M. You are liable for the charges for all goods and services that We provide to You in connection with this Agreement and for making sure that the requirements of this Agreement are met. All Energy supplied by Us to You at Your Premises is deemed to be covered by this Agreement.
- N. If You are switching to another energy retailer, We may base Our final Bill on an estimate of the amount of Energy supplied by Us and provide this estimated reading to the new retailer as a starting point for their Billing.
- O. If You are a new customer, We may use the previous final Meter reading at the Premises as Your initial Meter reading, unless You read the Meter and advise Us of that Meter reading within one business day before using any Energy. If Your Meter reading differs from the previous final Meter reading at the Premises, We may arrange for the Meter to be read and use this to calculate a new start reading.
- P. You can provide Us with Your own Meter reading by calling Our Customer Service team. We may verify the accuracy of Your reading within 5 Working Days of receiving Your Meter reading. Erroneous Meter readings may incur a special reading charge as per Schedule B – Fees.

Payment Options

- A. We offer a variety of payment options including:
 - 1. By direct debit.
 - 2. By internet transfer from Your bank account.
 - 3. By telephone transfer from Your bank account.
 - 4. By sending Us a cheque.
 - 5. By credit card (we only accept Visa and Mastercard)*
 - 6. By automatic payment that is setup with Your bank.
 - 7. Over the counter at a New Zealand Post Shop.

*additional surcharges apply for payments made by credit card.

- B. If any currently offered alternative payment option is to change We will give You 30 days' notice and information to explain these changes before the change takes effect. If You do not agree to such changes, then You can terminate this Agreement by providing Us with 30 days' notice of termination.

Bill Irregularities

- A. If Your Bill is incorrect or We have under-charged You We will make the correction on Your next Bill.
- B. An overpayment or underpayment of Your Bill will be corrected on Your next Bill.
- C. No interest will be payable on any incorrect or late bill.

Energy Rates Applicable to You

- A. The Energy Rate that is applicable to You is itemized in the Price Plan/s provided to You by Us. If You do not have Your Price Plan You can email or call Us to request this.
- B. Your Price Plan may include Price Protection. Information on Price Protection can be found in Your Price Plan.
- C. Subject to any Price Protection restrictions in your Agreement, the rates applicable to Your Price Plan may change over time. We will write to You 30 days before a change to Your Price Plan takes effect. If You do not agree to such changes, then You can terminate this Agreement by providing Us with 30 days' notice of termination.

Changes to Your Price Plan

If You would like to change Your Price Plan, products or services to another Price Plan, product or service offered by Us then You can:

- A. Ask Us to make this change; and
- B. Pay any Fees that are applicable to making such a change as set out in Schedule B – Fees.

Subject only to any reasonable restrictions applying to Your Price Plan or the products or services You receive, We will make the change and this change will come into effect within 30 days of Us being notified.

Delivery Charges

- A. The Delivery charge on Your Bill will include Network Service, Metering, Billing and Administration charges, Electricity Authority Levy, and other charges and discounts where applicable. There will be no mark-up on Your Network Service charges. However, in some instances it is not practicable to pass through exact Network Charges that we pay for Your Premise for example, some networks have charges which are not on a Kilowatt-Hour basis and, for these networks We will endeavor to calculate unit charges per kWh which will ensure that in total We will only recover the Network Charges that We are required to pay in respect of Our customers on that Network.
- B. We reserve the right to adjust Delivery charges and flow through costs not specifically included or itemized either in Your Price Plan or in Schedule B - Fees related to transmission, distribution or the wholesale Electricity market that are a direct consequence of transmission constraints or charges outside Our reasonable control. Where possible, We will give You 30 days' notice of any such changes. If You do not agree to such changes, then You can terminate this Agreement by providing Us with 30 days' notice of termination.

Other Fees

- A. In addition to the charges You incur for Energy and the Delivery charges described in the section entitled “Delivery Charges” above, You may be subject to certain Fees depending upon certain events as described elsewhere in this Agreement. Such Fees are outlined in Schedule B – Fees and may be amended from time to time by us on notice to You in accordance with the terms of this Agreement. If You do not agree to such changes, then You may terminate this Agreement by providing Us with 30 days’ notice of termination.

Your Information and Confidentiality

- A. Information about You will be held and used by Us in accordance with the Privacy Act 1993. Under the Privacy Act, You or any other joint customer under this Agreement may access and request the correction of any of the information We hold under this Agreement. We may use any information We collect and hold about You for any or all of the following purposes:
1. To supply Energy to You.
 2. To Bill You.
 3. To carry out credit checks or debt collection.
 4. To send You notices or contact You.
 5. In relation to any dealings We have with Your alternative contact/s.
 6. To meet the requirements of the Energy governance regulations and rules.
 7. In regard to the Electricity and Gas Complaints Commissioner Scheme in connection with any complaint made by You.
 8. To meet the requirements of the Distributor, the operators of the grid or Network or a trust or co-operative that owns that Distributor.
 9. To communicate with the operator of the grid or Network for the running of their respective networks.
 10. To contact any person We are required by law to provide with information about You.
 11. To address mail to new occupants c/- Your name on rural delivery routes, if necessary to ensure that mail is delivered to new occupants at Your old address.
 12. To verify Your identity when You contact Us.
 13. To communicate promotional material to You from time to time.
- B. You authorise any person to provide Us with such information about You as We may require in response to Our queries for any of the purposes set out above.
- C. We may record all communication with You. We do this to help train and monitor Our Customer Service staff, to confirm Our contractual commitments with You, to help resolve disputes and for market research purposes.
- D. The information gathered from surveys, will be used primarily to provide Us with feedback and/or improvements to services. In the instance where the survey is part of a promotion, We reserve the right to use the prize winners’ names for publicity purposes.

- A. Customers on a customer payment resolution plan or on a private network may be required to pay a Bond as security for payment. The Bond amount required will not exceed \$300. Refer to Schedule B - Fees.
- B. If We require You to pay a Bond, it will be invoiced as early as possible after We accept You as a customer. You must pay the bond within the timeframe specified on Your Bill.
- C. We may use the Bond to cover any amount overdue or otherwise owed to Us by You. As a condition of Our continued supply to You, We may require You to top-up Your Bond to its previous amount before any deduction was made.
- D. We will hold the Bond on trust in a separate account to Our trading accounts until it is refunded to You or until it is used to pay any amount overdue or otherwise owing as provided for in this Agreement.
- E. We will refund the Bond to You by either crediting Your Account or sending You a cheque. This will occur at Your request provided that Your Bills have been paid in full and by the due date for a continuous 12 month period; or when We stop supplying Energy to You and all Your outstanding Bills have been paid in full.
- F. If We keep the Bond for more than 12 months, We will provide the reasons for doing so to You (for example, if You have not paid Your Bills by the due date for a continuous 12 month period).
- G. No interest will be payable to You on the Bond.

Interruptions to Your Supply

- A. If You need to report an interruption to Your Energy supply You can contact Us by using the Contact Details provided at the end of this Agreement. Information about a supply interruption will be updated regularly in accordance with good industry practice in New Zealand.
- B. Unexpected interruptions to Your supply can happen for various reasons. After learning of an unplanned outage on the Network, We will use our reasonable endeavours to restore Your supply as soon as practicable.
- C. In the event of fault whereby You do not receive Energy, We will promptly notify a subcontractor or Distributor (as the case may be) provided You notify Us of a fault as soon as possible. Additional Fees may be charged. We will inform You of any additional Fees before sending a representative. If the fault is found to be internal to Your Premises You will be charged for the costs involved in repairing the fault. You will not be charged if the fault is found to be on the Network.
- D. We will communicate the duration of planned interruptions to Your supply by providing no less than 4 Working Days' notice and We will use reasonable endeavors to ensure that any interruption does not continue after its scheduled duration. Unless You agree otherwise, planned interruptions to Your Energy supply will not exceed 60 minutes in total per annum.
- E. The Distributor may interrupt or reduce the supply of Energy to any Point of Connection if an issue occurs in relation to that Point of Connection. The Distributor will use all reasonable endeavors to restore the supply of Energy to a Point of Connection where the supply has been interrupted.

F. Your Energy supply may also be interrupted:

1. To upgrade the quality of supply to Your Premises or surrounding area and to connect new customers and subdivisions which depend on the same Network assets as Your Point of Connection.
2. To protect persons or Premises.
3. For any other health and safety reasons.
4. To comply with proper instructions from the Distributor (where We interrupt Your supply), Transpower, the Electricity Commission, or any regulatory authority.
5. To maintain the safety and security of the Network.
6. To maintain a safe environment.
7. To prevent unexpected short term overloading of the Network.
8. To prevent voltage levels rising or falling outside statutory requirements.
9. To preserve the security of the Network or avoid or mitigate damage to the equipment of any person connected to the Network.

Disconnection for Non-Payment

A. You may be disconnected if You do not pay in full by the due date any amounts You owe Us in relation to this Agreement. Our right to disconnect You is limited as follows:

1. If You have not paid part or Our entire Bill because, in good faith, You dispute it, and You have told Us why You dispute it, We will not disconnect You or commence credit recovery action before the dispute resolution process has been completed unless We reasonably consider that Your dispute is frivolous or vexatious.
2. If You have not paid the undisputed part of Our Bill, then We may disconnect You in relation to this unpaid amount and if You are disconnected for non-payment, You must still pay any amounts You owe Us including reasonable costs incurred in recovering Your debt to Us, any charges for services (such as the fixed Line Charges) that continue to accrue after Your Energy supply is disconnected.

Disconnection for reasons other than Non-Payment

A. You may be disconnected (by Us or the Distributor or Network Owner) for reasons other than non-payment of a Bill, or a planned or unplanned supply interruption. Your supply may be disconnected for the following reasons:

1. Safety reasons: Disconnection is required for safety reasons including where trees, vegetation or other obstacles are close to or touching Lines or related equipment so as to create an immediate danger.
2. No access: After we have notified you of the proposed disconnection of your Energy supply due to a lack of access pursuant to the section headed "Access to Your Premises", You prevent Us or the Distributor from coming onto Your Premises.
3. Theft: There is reasonable evidence of Energy theft.
4. Willful damage: There is reasonable evidence of willful interference or damage by You to any equipment relating to the supply of Energy to Your Premises.

5. Generation: You generate Energy at Your Premises and send it into the Network without consent from Us or the Distributor.
 6. Use of Lines: You send signals or other communications through the Network.
 7. Interference: You use Energy at Your Premises in a way that interferes with the quality of the Energy supplied to others or interferes with the Network and You do not stop the interference as soon as You become aware of it.
 8. Emergency access: If You deny immediate access to Your Premises for Us or the Distributor.
 9. Vacancy: No active Agreements exist on that address.
- B. We may cease supplying services under this Agreement if We cease to have an agreement with the Lines Company for the provision of Lines function services on Your Network.

Disconnection Process

- A. Except in the case of agreed or emergency disconnections, We will provide for:
1. At least 7 days' notice of warning of disconnection before any disconnection occurs.
 2. A further 3 days for the delivery of the notice.
 3. A final warning no less than 24 hours or more than 7 days before the disconnection occurs. The final warning will provide the timeframe for disconnection. This will be a separate notice to the one provided at least 7 working days prior to disconnection and will be sent to the address provided.
- B. We will take all reasonable steps to ensure that You receive a final warning for disconnection. Any warning or notice of disconnection will include information about:
1. The reasons for the disconnection.
 2. Our dispute resolution processes.
 3. Details of how You can avoid disconnection, including where applicable, where and how You can pay the amount owing.
 4. Our policies that may help You manage Your payments if You are having difficulty paying Our Bills.
- C. Our charges relating to disconnections and reconnections are set out in Schedule B - Fees. We will give You reasonable notice of the circumstances before You incur the applicable Fee. We will also let You know if there is something You can do to avoid incurring the Fee.
- D. Disconnections will occur on a working day that is not a Friday or the day before a Public Holiday.
- E. If You would like Your Premises to be temporarily disconnected (for example to allow You to carry out building work or maintenance to the Premises), You must give Us at least 2 Working Days' notice of the date on which You wish to be disconnected and reconnected and pay any costs associated with the temporary disconnection and reconnection, as set out in Schedule B - Fees.
- F. Only a qualified person may connect, disconnect, or reconnect Your Premises to the Network.
- G. If You are making a New Connection or asking for a reconnection after 6 months or more of being disconnected, You need to obtain the appropriate certification from a licensed electrical inspector or other approved service provider. You must pay any costs associated with certification.

- H. If You would like Your Premises to be permanently disconnected, You must give Us at least 30 days' notice prior to the date on which You wish to be disconnected and provide Us with access to Your Premises.

Reconnections

- A. Before We or the Distributor reconnect You, We may require You to:
 - 1. Pay all amounts You owe Us, including any Fees (as set out in Schedule B - Fees) which may include a Disconnection and Reconnection fee.
 - 2. Pay any collection costs We incurred in obtaining payment of the amounts You owed Us.
 - 3. Agree on a satisfactory method for paying future charges.
 - 4. Pay a Bond.
 - 5. Remedy the situation that resulted in the disconnection.
- B. Once You have satisfied the requirements for reconnection We will restore Your Energy supply as soon as reasonably practicable.

Notices

- A. A notice from Us to You may be:
 - 1. Delivered to the address to which You asked Us to send notices.
 - 2. Posted to Your last known postal address.
 - 3. Emailed to Your last known email address, if You have agreed to have notices delivered in this manner.
 - 4. Faxed to Your last known fax number, if You have agreed to have notices delivered in this manner.
 - 5. Texted by Us or a contracted third party.
 - 6. Given over the phone from one of Our Customer Service team.
 - 7. Delivered in person by a representative on Our behalf.
- B. To ensure You receive the notices We send please update Us with Your contact details should they change.

Access to Your Premises

- A. We or the Distributor (or Our respective agents and subcontractors) may need access to Your Premises to:

1. Turn the Energy supply on or off.
 2. Inspect, test, install, operate, maintain, replace, or remove any equipment related to Your Energy supply.
 3. Read Your Meter(s).
 4. Find the cause of any interference with the quality of supply to Your Premises or the surrounding area.
 5. Prevent harm to people or Premises from equipment that We or the Distributor are responsible for.
 6. Clear trees, vegetation or other obstacles from Lines and related equipment if the tree owner fails to do so.
 7. Maintain and protect the operation of the Network.
 8. Comply with any legal obligations for which access is required.
 9. Ensure compliance with the relevant Network distribution code.
 10. Remove equipment related to Your Energy supply following the termination of this Agreement.
- B. When access to Your Premises is required, You must provide Us and the Distributor (or Our respective agents and subcontractors) with access:
1. That is safe and unobstructed, particularly from any dogs or other animals at Your Premises.
 2. Any time between 8am and 7pm Monday to Friday, excluding Public Holidays (unless another time is agreed).
 3. Immediately for scheduled Meter reading, or routine Meter maintenance of which You have been given at least 5 Working Days' notice. We will provide written notice to You of the timing and purpose of the access.
- C. Situations where immediate access may be required include:
1. To restore Energy supply in Your neighborhood in the event of an unplanned outage.
 2. To prevent harm to people or Premises from equipment that We or the Distributor are responsible for.
 3. To protect the Network.
 4. To deal with any other emergency situations involving the Energy supply.
- D. When accessing Your Premises, We and the Distributor (or Our respective agents and subcontractors) will take the necessary steps to minimize direct impact to Your Premises, and any inconvenience to You. When accessing Your Premises we will act courteously, considerately and professionally at all times.
- E. When accessing Your Premises We or the Distributor will comply with Your reasonable requirements.
- F. We or the Distributor require agents and employees to carry identification when accessing Your Premises. They are required to present this identification on request before entering Your Premises. You should refuse access to anyone who refuses to show appropriate identification and inform Us immediately.

- G. If We or the Distributor reasonably believe that there is immediate danger to persons or Premises, We or the Distributor (or Our respective agents and subcontractors) may take reasonable steps to gain access without Your permission.
- H. If any equipment relating to Your Energy supply is located behind a locked door or gate, You will need to arrange for Us or the Distributor (or Our respective agents and subcontractors) to gain access. If We require a key or other means of access to Your Premises, it will be held with the Meter reading company, transferred by Us, returned to an alternative postal address for security purposes, or disposed of by Us in a responsible manner. For security purposes, access to this information can only be obtained by contacting Us.
- I. If You refuse to provide or You obstruct access as required by Us or the Distributor (or Our respective agents and subcontractors) We may charge You Fees for any costs incurred to gain access to Your Premises for any of the above situations.
- J. You are responsible for informing Us about any Meter information. This includes the location, upgrade or repair, removal, damage, broken seal on Meter box or main switch board, tampering, fault, no Meter display or any other matters directly relating to Your Meter(s). We need to be informed as soon as possible to ensure We can act and attend to any issues regarding Your Meter(s) in a timely manner. Without any notification or prior warning, We are unable to attend to a request and this can lead to extra Fees being incurred, estimated Bills, fines or continual Meter problems. This applies to whether You have just moved into new Premises or at Your current Premises.

Meter Testing and Tampering

- A. We will arrange to have tested any Metering Equipment on Your Premises that We or You think is faulty. If the testing reveals the Metering Equipment is not operating within accepted industry standards, and to the extent the fault was not caused or contributed to by You, We will replace or repair it, meet the cost of the testing, and refund, or debit or credit Your Energy Account with the value of Our assessment of the error in the previous charges from Us if the Metering Equipment has been found to be measuring inaccurately.
- B. If You request a Meter test, We may charge You for the cost of the Meter testing if the Metering Equipment is found to be measuring the supply of Energy within accepted industry standards. We will tell You the cost before undertaking the test.
- C. Tampering with a Meter is dangerous and may be a criminal offence. You must take all reasonable steps to ensure no-one tampers or interferes with Your Metering Equipment, and You must tell Us immediately if You become aware there may be a problem with Your Metering Equipment, for example, if Your Bill is unusually low or the Meter has stopped.
- D. You must pay for the Energy that We estimate You would have used while Your Metering Equipment was not reading correctly if Your Metering Equipment is tampered or interfered with or bypassed, You take advantage of Metering Equipment that is inaccurate or not operating correctly, or You cause, or allow someone else to cause, any other loss or damage to Us, the Network operator or Meter owner.

- E. We may also require You to pay for any costs or losses We incur in investigating the interference for any costs We incur in replacing or repairing any damage to the Metering Equipment caused by You, or a Bond (or increased Bond) cease, restrict, limit or suspend the supply of Energy to You, and/or take legal action against You.
- F. You need to advise Us immediately if You've moved into a Premises where You suspect the Metering Equipment has been tampered with, or Meter seals have been broken.
- G. If We believe the Meter is faulty or You have advised Us accordingly, such as not registering any reads or showing anomalies, We will organise a special read or Meter inspection with Your permission, and advise You of the Fees. A contractor will come out to Your Premises within 5 Working Days. If there is no Meter fault found, You are liable for the Fees. If there is a fault found with the Meter, no Fees will be charged to You.

Dangerous Situations

- A. The Lines that supply Energy to Your Premises and the grid are live. If You touch them or the bare conductors that connect them to the Premises, You may be seriously injured or killed. Before You do any work near Lines, arrange with Your Distributor to identify any problems or disconnect the supply. You should contact Transpower before doing any work near the grid.
- B. For Your own safety, We suggest that You contact a professional tree trimmer before attempting to remove tree branches and vegetation from or near Lines and related equipment.
- C. The equipment used to supply Energy to You has a limited capacity. You must inform Us if You expect to substantially increase the amount of Energy You use.
- D. 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.
- E. We also recommend that You consider taking out insurance against surges, spikes and other fluctuations or interruptions in Energy supply.
- F. Contact Us or the Distributor if You become aware that any equipment relating to Your Energy supply is defective, damaged or causing a hazard.
- G. Contact Us at least 5 Working Days before You demolish or remove any buildings on Your Premises, so We can permanently disconnect the power supply from those buildings.
- H. You are responsible for maintaining all of the equipment between Your Premises and Your connection to the Network. If You are uncertain where Your Point of Connection to the Network is please contact Us. In most cases the Point of Connection is the point on the boundary of a Premises where the electricity supply enters.
- I. For more information on electrical safety matters, contact the Energy Safety Service www.ess.govt.nz or www.ea.govt.nz.

- J. If You wish to generate Electricity at Your Premises and it is possible to send it into the Network, You must obtain prior consent from the Retailer and Your Distributor. A separate agreement will set out the circumstances in which You may be able to obtain payment or a credit for Electricity You send into the Network.
- K. You must ensure that the way You use Energy at Your Premises does not interfere with the quality of the Energy supplied to others or interfere with the Network. If it does, You must stop the interference as soon as You become aware of it. You will also be deemed to be in breach of this Agreement if You have become aware of the interference and do not stop it.

Compliance

- A. You must ensure that Your Premises comply with all statutory and regulatory requirements and codes of practice or procedures including the Distributor's Network connection standard Terms and Conditions, to the extent You are aware, or ought to be aware, given the information available to You, of these requirements.
- B. You must comply with the Electricity (Hazards from Trees) Regulations 2003 in respect of any trees that You own that are near Lines that form part of the Network or near the grid. For more information on the Electricity (Hazards from Trees) Regulations 2003, please contact Your Distributor (the details of which We can provide to You upon request).
- C. You must comply with regulations 30 and 93 of the Electricity Regulations 1997 in relation to any work near Lines or other electrical equipment or near the grid. These regulations include a requirement that You comply with the New Zealand Code of Practice for Electrical Safe Distances (NZECP 34:2001).

Force Majeure

- A. We may be prevented from meeting Our performance commitments due to an event of force majeure.
- B. A force majeure event includes, but is not limited to:
 - 1. Acts of God, war (whether declared or not), terrorism, riots, civil insurrection, epidemic.
 - 2. Strikes and any other industrial action.
 - 3. Storms, lightning, flood, earthquake, fire, landslide, accumulation of snow or ice, acts of animals.
 - 4. Motor vehicle or other accident.
 - 5. Faults in the Network or acts or omissions by the Distributor.
 - 6. Malicious damage.
 - 7. Surges, spikes, other fluctuations or interruptions in the supply of Electricity into the Network.
 - 8. The partial or entire failure of supply or availability of Energy into the Network.
 - 9. Extreme Energy shortages, extreme pricing events or threats to Our ability to supply Energy.
 - 10. Compliance with any law or government order, rule, regulation or direction.
 - 11. Your acts or omissions or any defect or abnormal conditions in or about Your Premises.

- C. Following a force majeure event, We will try to restore services to You as soon as reasonably practicable.

Limits to Liability and Indemnity

Consumer Guarantees Act

- A. To the extent the Energy is acquired by You in trade (i.e. for Your business), You agree that the warranties and guarantees in the Consumer Guarantees Act 1993 will not apply to You (and that You will have no right to make a CGA related claim against Us or the Distributor) in respect of the supply to You under this Agreement.

Damage to Your property or Premises

- B. Subject to clause C below, We shall be liable to You for the direct costs incurred in repairing or replacing Your property or Premises (as applicable) where (and only to the extent) Our or any of Our Representatives' (excluding any Distributor, in respect of which liability is dealt with in clause F below) actions or omission undertaken in connection with this Agreement have directly caused damage to Your property or Premises, except in the circumstances set out in E below. This shall constitute Our only liability to You under or in connection with this Agreement, except to the extent that liability cannot be excluded by law, provided that where We are liable to You under this clause B as a result of Our (including any of Our Representatives) actions or omissions, our maximum liability to You for damage to Your property or Premises is \$10,000 per event or series of related events. We may choose to repair or replace any damaged property or Premises up to the same maximum amount, instead of paying cash.
- C. If You wish to seek compensation for damage to Your property or Premises caused by Us or any third party in connection with the supply of Energy under this Agreement, You will need to write to Us within 21 Working Days of becoming aware of the event occurring. If You haven't written to Us within this 21 Working Days period to advise Us of a possible claim, We (nor any third party) will be required to cover any loss of, or damage to, Your property or Premises. Upon receipt of notification from You under this clause, We will review Your claim as soon as practicable and write to You notifying You of the outcome of that review. If You are entitled to compensation, We will explain how the compensation amount was determined and the person who is liable to You for it.

Limitations on the liability of Us and third parties to You

- D. Other than as expressly set out in this Agreement, Our liability and the liability of the Distributor (and each of Our and their directors, employees, contractors, agents and Representatives), including any liability in tort (including negligence), breach of statutory duty, equity or otherwise is excluded to the maximum extent permitted by law.
- E. We will not be liable to You for loss or damage caused through:
 - 1. Our breach of this Agreement or any other obligation We owe to You, where that breach is due to any event beyond Our reasonable control (a force majeure event).
 - 2. The negligence, omission, or any other act of a third party that is not one of Our Representatives;
 - 3. Any economic loss (including lost profits), indirect or consequential loss or damage.
 - 4. Damage caused to appliances (whether as a direct or indirect result of Our acts or omissions) including loss of electronic data, arising from momentary surges, spikes and other fluctuations

or interruptions in the voltage or frequency of the Energy supply, or any loss or damage caused by You failing to switch off any appliances at Your Premises prior to reconnection.

- F. If You believe that the Distributor has caused You loss or damage, You should advise Us. We may, acting reasonably, seek to try to recover from the Distributor the amount of any loss or damage You claim to have suffered. If We recover anything from the Distributor that is directly applicable to the loss or damage You have suffered We will pass through to You the amount so recovered (less Our reasonable costs of recovering such amount). If the amount We recover from the Distributor relates to more than one customer, We will distribute the amount recovered (less Our reasonable costs of recovering such amount) in proportion to each customer's identified loss. Other than passing on any such amounts to You, We will have no liability to You in respect of any acts or omissions by the Distributor (or any of its employees, contractors, agents or representatives).
- G. We will not, in any event, be liable to You or anyone else for any indirect or consequential losses, or loss of profits or other similar losses, or arising from a circumstance beyond Our control (a force majeure event).
- H. The limitations of liability set out in this section or elsewhere in this Agreement extend to Our employees, agents, sub-contractors (including Our Representatives) and the Distributor for the purposes of the Contracts (Privacy) Act 1982. The other provisions in this Agreement that refer to the Distributor are intended to be for the benefit of, and are enforceable by, the Distributor under the Contracts (Privacy) Act 1982.

The Agreement

- A. This Agreement (along with the Welcome Letter or email, Price Plan and other information provided to you during the sign-up process) describe the rights and obligations that apply to the arrangement of Your Energy supply.
- B. Your commitment to sign up to this Agreement is a binding Agreement between You and Us.
- C. We reserve the right to change part or all of this Agreement by notifying you of changes posted on Our website. Any revisions will be applicable 30 days following the date of notification. If you do not agree to such changes, then You can terminate this Agreement by providing Us with 30 days' notice of termination.
- D. We reserve the right to subcontract, transfer or assign all or any of Our rights and obligations under this Agreement to an appropriate third party, acting reasonably. We agree to notify You of such a transfer or assignment.
- E. You may transfer or assign any of Your rights or obligations under this Agreement to any person upon receiving Our consent in writing.
- F. The Electricity Authority may assign Our rights and obligations under this Agreement to another retailer if we have committed an event of default (as that term is defined in the Electricity Industry Participation Code 2010) in which case the terms of this Agreement will be amended to reflect the standard terms of the other retailer's standard terms and conditions or such other terms that are more advantageous to You than the standard terms, if the other retailer and the Authority agree,

and may include a minimum term, and we may be required to provide information about you to the Authority (who may pass that information on to the other retailer).

- G. In the event of any conflict between this Agreement and the Electricity and Gas Commissioner Complaints Scheme (the “Scheme”), the Scheme prevails. You can obtain a copy of the Scheme from the Office of the Energy and Gas Complaints Commissioner’s website (www.egcomplaints.co.nz).

Feedback or Complaints

- A. You can provide feedback on the services You receive by contacting Us by phone or email. Alternatively You can submit Your feedback online at www.pulseenergy.co.nz/feedback-or-complaints/.
- B. You have the right to make a complaint about Our service. Our staff will acknowledge Your complaint within 2 Working Days either verbally or in writing (excluding time for delivery) and inform You of the steps to be taken to reach a resolution. In some cases, We may ask You to put Your complaint in writing to help Us resolve Your complaint more effectively.
- C. Our complaints resolution process is free and We are committed to delivering fair and effective outcomes in good faith.
- D. We aim to meet the standards required by the Electricity and Gas Complaints Commissioner Scheme, the free and independent dispute resolution service, of which We are a member.
- E. You may refer Your dispute to the Electricity and Gas Complaints Commissioner (whose contact details are below), if:
1. You are unhappy with the way We propose to resolve Your dispute.
 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.
 3. Your dispute is not resolved within 40 Working Days of receiving it.

Electricity and Gas Complaints Commission

Freepost 192682

Lambton Quay

Wellington 6145

Free phone: 0800 22 33 40

Email: info@egcomplaints.co.nz

Website: www.egcomplaints.co.nz

Our Contact Details

Pulse Energy Limited
PO Box 10044
Dominion Rd
Auckland 1010

Phone

Pulse Energy	0800 785 733
Grey Power Electricity	0800 473 979
Just Energy	0508 587 836

Email

Pulse Energy	customer.service@pulseenergy.co.nz
Grey Power Electricity	customer.service@greypowerelectricity.co.nz
Just Energy	customer.service@justenergy.co.nz

Website

Pulse Energy	www.pulseenergy.co.nz
Grey Power Electricity	www.greypowerelectricity.co.nz
Just Energy	www.justenergy.co.nz

Our Customer Service team is available Monday to Friday from 8am to 8pm
(excluding Public Holidays).

Schedule A – Your Price Plan

You will receive a copy of Your Price Plan when You sign up. If You do not have Your Price Plan You can email or call us to request this.

Schedule B – Fees

All Fees in Schedule B - Fees are GST inclusive and may be amended by Us from time to time on notice to You in accordance with the terms of this Agreement.

Fee	Amount
Failure to provide 30 days' notice to terminate Agreement – Early Termination Fee	\$150.00
Special or Final Read	\$15.00
Reconnection	\$75.00
After Hours Reconnection*	\$125.00
Debt Administration	\$25.00
Disconnection (per visit)	\$95.00
Customer Site Visit	\$60.00
Metering or Inspection Call Out (per visit and includes Meter change, relocation, inspection and test)	\$95.00
New Connection or Livening	All costs
Capacity Upgrade or Downgrade	\$140.00
Bill Copy	\$5.00
Credit Refund (direct credit only. Free on closed Accounts).	\$15.00
Pricing Plan Change (one free change per annum).	\$15.00
Commercial Bond (special circumstances apply)	Up to \$300.00
COV (Certificate of Verification)	\$170.00
Debt Collection	All costs
Administration of Arrears	Up to \$1.15/day

* The afterhours fee applies to any reconnection that is requested after 4pm and for completion the same day or any reconnection where the customer requests that it be done from 4pm onwards.

Definitions

Account means Your customer Account with us for the provision of Energy services in respect of Your Premises.

Administration of Arrears is a fee which will be charged to cover the cost of late payment.

Agreement means these terms and conditions and is the commitment between You and Us in order to supply Energy and receive payment for that supply.

Bill, Billing, Invoice, Statement refer to the Bill We send You each month.

Bond means a sum of money We may collect from You and hold as security against non-payment by You of Our Bills.

Customer Service Lines means those Lines that convey Electricity between Your Point of Connection and Your Premises.

Direct Debit Discount means the discount We provide per month (calculated daily) if You have given us an active direct debit before the day We calculate Your Bill.

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

Energy includes Electricity.

Energy Rate means the rates displayed on Your Schedule A – Your Price Plan in the section labelled "Energy". This excludes items in the section labeled "Delivery".

Fees means all charges outlined in Schedule B – Fees as amended from time to time by Us on notice to You in accordance with the terms of this Agreement.

ICP means Installation Control Point, which is a physical Point of Connection on a local Network or an embedded Network which the Retailer will be deemed to supply Energy to a customer.

Kilowatt-Hour is also known as the "unit" of Electricity (kWh).

Lines mean works that are used or intended to be used for the conveyance of Electricity and includes Customer Service Lines.

Lines Company means the company or organisation that owns the network, and its agents.

Meter means a Meter that measures the Energy used and includes all associated wiring and equipment.

Metering Equipment means the metering and other equipment which is used to measure and/or provide information about Your consumption (and, if appropriate, demand) of energy, including any covering or housing for such equipment, and meters, loggers, communication devices, relays, current transformers, voltage transformers and any other equipment required to measure energy usage, and includes an advanced meter and the metering communications network.

Network means Lines (other than Customer Service Lines), equipment and plant that is used to convey Electricity between the grid and Your Point of Connection.

Network Charge means the amount we are charged to cover the provision of Network Services.

Network Service charge means the amount we charge You to recover the Network Charge that We pay for provision of Network Services.

Network Services includes the supply of Energy, contracting with the network operator for the supply of distribution and/or transmission services to Your premises and providing other goods and services that may be included in our price plans or provided under any additional terms and conditions of which We have notified You or otherwise agreed with You.

New Connection means installing Electricity within Your Premises for the first time which can include adding Meter assets, registering Your ICP with the Electricity Registry and becoming a customer.

Online Discount means a discount You will receive if You have registered for Our online Billing service and do not require a paper Bill to be mailed to You. The discount amount will be as indicated on Schedule A – Your Price Plan.

Our Representatives means the staff of Pulse Energy, Just Energy, Grey Power Electricity or third party contractors.

Point of Connection means the point at which the responsibility for energy supply equipment transfers to You.

Premises mean the site to which Energy is supplied or is to be supplied to a customer.

Price Plan means the set of rates that are then current and used to calculate Your Bills. Your Price Plan will be provided to You when You become a customer. Note that the rates applicable to Your Price Plan may change over time. We will write to You 30 days before a change to Your Price Plan takes effect.

Price Protection Rate means the maximum Rate that Your “Energy Rate” cannot exceed during the fixed period of time shown on Schedule A – Your Price Plan.

Price Protection means that Your Energy Rate is fixed for the period of time stated on Schedule A – Your Price Plan.

Public Holiday(s) means Christmas Day, Boxing Day, New Year’s Day, 2 January, Waitangi Day, Good Friday, Easter Monday, ANZAC Day, the Sovereign’s birthday and Labour Day.

We, Us, Our means Pulse Energy Limited and defined as the Retailer for the purposes of this Agreement (and includes Our representatives or contractors).

Working Day(s) means any day of the week other than Saturday, Sunday, and Public Holidays.

Working Hours means Monday to Friday between 8am and 8pm.

You, Your means You; a person or persons who is supplied or who applies to be supplied with Energy by Us.