



Standard

# Terms & Conditions

for the supply of electricity

APRIL 2008



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## 1. Introduction

- 1.1 The terms and conditions in this agreement, together with our lists of rates, charges and fees as amended from time to time, govern the relationship between **Meridian Energy Limited 'Meridian'** and you relating to your electricity supply.
- 1.2 This agreement takes effect between us from the time that you become a **Meridian** customer unless we agree specific terms with you on a separate basis.
- 1.3 All previous versions of this agreement have been replaced by these terms and conditions.
- 1.4 Terms in **bold** are defined in clause 18.

## 2. Parties involved in your Electricity Supply

- 2.1 There are a number of entities involved in your electricity supply, including:
  - (a) you;
  - (b) **Meridian**;
  - (c) the **lines company**; and
  - (d) **Transpower**.
- 2.2 **Meridian** does not own or operate the power lines that convey electricity to you – that is prohibited by the Electricity Industry Reform Act 1998. These lines are generally owned by **Transpower** and the **lines company** or **lines companies** in your area.
- 2.3 To supply you with electricity **Meridian** has an agreement with the **lines company** or lines companies in your area permitting **Meridian** to use their **network**. Part of your responsibility as our customer is to abide by those agreements. A number of the terms and conditions in this agreement are set by the **lines company**.
- 2.4 A **lines company** may have an agreement directly with you. In that case, that agreement will replace the parts of this agreement dealing with your responsibilities to the **lines company**.

## 3. Becoming a Meridian Customer

- 3.1 There are a number of ways in which you can become a **Meridian** customer. You will become a customer if you:
  - (a) complete an application form; or

(b) telephone us to apply for **electricity supply**, and we accept your application (which we may do or decline to do at our sole discretion).

- 3.2 If **Meridian** was the last electricity retailer to supply your **premises** and you have not arranged for the supply of electricity to your **premises** by another retailer, you will also become a **Meridian** customer if you start using electricity as the user or occupier of a **premises**. If you become a customer in this way you must, as soon as possible after you start using electricity at the **premises**, contact us to ensure that we have your correct details and information. If we have not heard from you within two weeks of you becoming a **Meridian** customer under this clause 3.2, or if you do not meet our criteria for accepting customers, we may disconnect your electricity supply without notice. You would then have to apply for electricity supply under clause 3.1. If we disconnect your electricity supply under this clause, you will be liable to pay us for amounts you owe us under this agreement, including a disconnection fee.

## 4. Customer Bonds

- 4.1 As part of our criteria for accepting you as a customer under clause 3.1, we may require you to pay a bond and/or undergo a satisfactory credit check.
- 4.2 We may also require you to pay a bond during the term of this agreement if you:
- (a) have been disconnected and apply for reconnection;
  - (b) have unpaid electricity invoices;
  - (c) have been repeatedly late paying your electricity invoices; or
  - (d) become a **Meridian** customer under clause 3.2.
- 4.3 We will hold the bond in a separate non-interest bearing bond account and use it towards payment of any unpaid fees, charges or final invoice amount or towards payment for damage to our property for which you are responsible. Any unused portion of the bond will be refunded to you if you stop being a **Meridian** customer. If you are continuing as a **Meridian** customer at another **premises** we will transfer the balance of the bond to the account for your new **premises**. We may also, at our discretion, require you to top up the bond amount.

- 4.4 If you have paid all of your invoices in full by the due date and have otherwise complied with this agreement for a period of 12 months after you pay us a bond, we will refund the bond to you. If we keep the bond for more than 12 months, we will provide you with reasons for this.
- 4.5 If we refund all or part of your bond to you, we can decide how to pay you. For example, we may give you a credit on your electricity invoice, pay you by direct credit to your nominated bank account, or send you a cheque.
- 4.6 We will not be liable to pay you interest on any bond amount.

## 5. Lines Company

### Complying with the lines company agreement

- 5.1 You agree to comply with the terms of the **lines company agreements** that apply to you. For details of the terms of the **lines company agreements** that apply to you, please contact our Customer Services Representatives on 0800 496 496.
- 5.2 You must also comply with the **lines company's** Network Connection Standards, as amended from time to time. A copy of the **lines company's** Network Connection Standards may be obtained from the **lines company**.
- 5.3 This clause 5 is intended to be for the benefit of and shall be enforceable against you by the **lines company** or **lines companies**, as the case may be, under the Contracts (Privity) Act 1982.

### Local profit sharing

- 5.4 Some **lines companies** distribute profits to consumers. If you are entitled to receive profits from a **lines company**, these may be paid to us by the **lines company**. You agree that we may receive these on your behalf and may, at our discretion:
  - (a) apply the money as a credit on your **Meridian** account;
  - (b) use the money to help pay any debts you may have to us; or
  - (c) pay the money directly to you.

## 6. Your Electricity Supply

### Our commitment to you

- 6.1 We are committed to providing your **electricity supply**, in a way that complies with all relevant laws.
- 6.2 However, your **electricity supply** may not be continuous or uninterrupted and the voltage or frequency of electricity may not be steady.

### Electricity interruptions

- 6.3 **Meridian** or the **lines company** may interrupt or disrupt the electricity supply to your **premises** at any time if we or the **lines company** consider it necessary to do so for the reasons set out in the **lines company** agreement or in this agreement. In particular, a planned interruption of your supply may be made by us or the **lines company**:
  - (a) so the **equipment**, electrical lines and **network equipment** connected to your **premises** or another person's **premises** can be installed, maintained, upgraded, altered, replaced or repaired;
  - (b) for health and safety reasons;
  - (c) to preserve or protect the proper working of the **network**;
  - (d) to ensure the quality and safety of your **electricity** supply or of the electricity supply to a third party;
  - (e) if we, the **predominant retailer** or the **lines company** are of the opinion that a constrained **supply situation** exists or is imminent;
  - (f) to comply with instructions from **Transpower**;
  - (g) to comply with the law, or any industry rules, including the rules (as amended or replaced from time to time) of **MARIA** and the **NZEM** and any body which replaces them; or
  - (h) to comply with instructions from any regulatory authority.
- 6.4 For planned interruptions that we control, we will use our best endeavours to give you at least four days notice.
- 6.5 Following an interruption, we will do everything that we reasonably can to return your **electricity supply** to normal as soon as reasonably practicable.

### Load control

- 6.6 Part of your **electricity supply** may be load controlled. **Load control** may be managed by the **lines company**, or by the **predominant retailer**.

### **Load control by the lines company**

- 6.7 The **lines company** may control the amount of electricity running through its **network** by turning some of your electrical equipment on or off. For example, the **lines company** may switch your hot water cylinder off for a period of time.
- 6.8 The **lines company** can use **load control** switches on your **premises** to interrupt your **electricity supply** without giving you advance notice in any of the following circumstances:
- (a) to preserve the safety and integrity of the **lines company's network**;
  - (b) to maintain the efficiency and cost-effectiveness of the **lines company's** operations;
  - (c) to comply with instructions from any regulatory authority or **Transpower**.

### **Load control by the predominant retailer**

- 6.9 The **predominant retailer** can also use **load control** switches on your **premises** to interrupt your **electricity supply** without giving you advance notice.
- 6.10 If we are the **predominant retailer**, we may need to undertake **load control**:
- (a) in emergency situations;
  - (b) if a **constrained supply situation** exists or is imminent; or
  - (c) to comply with instructions from any regulatory authority.
- 6.11 **Load control** is also used to provide special rate plans. If you have chosen a rate plan that includes **load control**, then we or the **lines company** may switch your **electricity supply** to load controlled **equipment** on and off. We may change the terms and conditions of these special rate plans by giving you advance notice.

### **Load control equipment**

- 6.12 To ensure that **Meridian** and the **lines company** are able to efficiently manage the supply of electricity to you, you agree that each of **Meridian** and the **lines company** may have reasonable access to your **premises** to install such **load control equipment** as each considers necessary.

### **Fluctuations**

- 6.13 Given the nature of electricity, there may be fluctuations in the voltage or frequency of your **electricity supply**.

We will not be responsible for any damage that results from such fluctuations. You are responsible for insuring yourself against damage from electricity fluctuations, installing your own protective devices and arranging for alternative electricity supplies to protect your **equipment** and electrical appliances.

### **Things we cannot control**

- 6.14 The **lines company** (and not **Meridian**) is responsible for the local electricity **network** and for conveying electricity on that **network**. Also, the national electricity grid used to convey electricity from generating stations to the local electricity networks is owned by **Transpower**. As we do not maintain or control the operation of the **network** or the grid, we cannot and do not promise that there will be a continuous flow of electricity to your **premises**.
- 6.15 We are not responsible if your **electricity supply** is interrupted as a result of events beyond our reasonable control. However, if your supply is interrupted as a result of an event beyond our reasonable control we will do everything that we reasonably can to return your **electricity supply** to normal as soon as reasonably practicable.

## **7. Responsibility for Electrical Lines and Equipment**

### **The lines company's responsibilities**

- 7.1 The **lines company** is responsible for most of the electrical lines and **equipment** in your area which are not on your **premises**, but may also own lines and equipment on your **premises**. The **lines company's** particular responsibilities are operating and maintaining:
- (a) the distribution **network** up to your network connection **point**; and
  - (b) the **lines company's** transformers and **equipment** on your **premises**.

### **Your responsibilities**

- 7.2 You are responsible for the things that happen on your **premises**. This means you have responsibility for the things that you do and things that other people do on your **premises**. Your particular responsibilities include:

- (a) ensuring the security and maintenance of the electric line and all electricity past your **network connection** point on your **premises**;
- (b) telling us if you think that any **meters** on your **premises** do not accurately record the electricity supplied to your **premises**;
- (c) protecting (and not interfering or allowing other people to interfere with) all **meters**, fittings, the **network** and any other **equipment** owned by you, the **lines company** or us;
- (d) keeping trees, vegetation and other obstacles clear of any **meter** or **meter** box and the **network**, regardless of whether such trees or vegetation are growing on your **premises** or are overhanging your **premises** from neighbouring **premises**;
- (e) making sure that there is sufficient safe and secure space and associated wiring on your **premises** for any metering **equipment** we consider necessary;
- (f) maintaining and ensuring the security of your own **meter** box, **meter** board and all other wiring, **equipment** and electrical appliances on your **premises**; and
- (g) advising us in advance if you expect your electricity use to change significantly.

### **Generation of electricity**

- 7.3 You may not, without our prior written consent, generate electricity or allow electricity to be generated on your **premises**. Any such consent will be subject to any conditions which we or the **lines company** may require including conditions relating to any legal or industry requirement.

### **Meridian's responsibilities**

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

## 8. Faults and Safety

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

- (e) take a supply of electricity from anywhere along the electrical line between your **network connection point** and the **meter**;
  - (f) interfere with any **meter** or **equipment** on your **premises** that we or the **lines company** own;
  - (g) use any appliance that interferes with the safety and operation of any **equipment** or interferes with anyone else's **electricity supply**; or
  - (h) use the **network** to send or receive any signal or communication.
- 8.5 You are responsible for making sure that other people on your **premises** understand and comply with the requirements of this clause 8. It is also your responsibility to let the owner of your **premises** know if he or she has to do anything to meet these requirements or obtain their consent to enable you to meet these responsibilities.

#### **Interference**

- 8.6 Interference with electricity **meters**, or with lines, connections or **equipment** belonging to **Meridian** or the **lines company** is a very serious matter, and may result in the involvement of police and legal prosecution.
- 8.7 If interference has meant that your electricity usage has not been properly recorded for any period of time, we will estimate your actual electricity usage since the date you became a **Meridian** customer, and you will have to pay any amount which is owing.

## 9. Rates, Fees and Charges

- 9.1 We will charge you our rates, fees and charges in accordance with the **Meridian** Rate Plan for your area and the **Meridian** Service Fees Schedule. We will also charge you for any other amount provided for under this agreement or otherwise agreed with you from time to time.
- 9.2 A copy of the Rate Plan for your area and Service Fees Schedule is available from our Customer Services Representatives.
- 9.3 We will determine which rates on the Rate Plan for your area you are eligible for. If you stop being eligible for the rate you are on because you no longer meet our terms and conditions for that rate, we may require you to change to an alternative rate and if we do we will give you 30 days notice in writing in advance unless clause 16.3 applies.

- 9.4 If you are entitled to a prompt payment discount it will be shown on your invoice. A prompt payment discount will only be available if we receive payment from you by the due date shown on your invoice.
- 9.5 If any payment made by you is dishonoured by your bank, we will charge you a dishonour fee.
- 9.6 We may change the rates, fees and charges that we charge you, as well as the level of any prompt payment discount. We will give you 30 days notice in writing in advance of any change, unless we are of the opinion that a **constrained supply situation** exists or is imminent, in which case clause 16.3 may apply.
- 9.7 Where we have agreed with you that non-standard rates will apply to you for a fixed period, at any time after the end of that period we may, at our discretion, either continue to offer those non-standard rates, or move you onto the relevant rates on the current **Meridian Rate Plan** for your area.
- 9.8 Except where we have estimated the amount of electricity you have used (in which case your invoices will be adjusted when we read your **meter**), if we make an error in an electricity invoice and charge you an incorrect amount, you will either be entitled to a refund of the amount overcharged, or you will have to pay the undercharged amount to us.
- 9.9 If you are entitled to any refunds from us, for whatever reason, we can decide how these will be paid. For example, we may credit them against your next electricity invoice, pay you by direct credit to your nominated back account, or send you a cheque.

#### **Unmetered supply**

- 9.10 If we have agreed to supply you with unmetered electricity including, for example, for private street lighting, you must pay for it in accordance with our unmetered supply rates.

#### **Your monthly Meridian account**

- 9.11 Unless we have agreed with you otherwise, every month we will use our reasonable endeavours to send you an invoice for the **electricity supply** to your **premises** and our other services together with our applicable fees and charges. The invoice will show the amount you must pay us and the due date for payment: you must pay that

amount in full by the due date, even if we have estimated the amount of electricity you have used. You cannot deduct anything or set off part of the cost.

- 9.12 If you live with other adults and do not want to be solely responsible for meeting the obligations under this agreement, you should ensure that each of you is a **Meridian** customer and that you are all jointly responsible under this agreement. This would require each of you to contact us as soon as one of you becomes a **Meridian** customer to advise us of your joint responsibility under this agreement.
- 9.13 Even if more than one person has asked us to supply electricity to your **premises** and you are all jointly responsible under this agreement, you are jointly and individually liable to pay each invoice. This means that you must pay the entire invoice if someone else has not paid their share.

## 10. Metering of Electricity

### Reading your meter

- 10.1 Except for unmetered supplies, we find out how much electricity you are using by reading your **meter**.
- 10.2 If you live in a remote area (as defined by **Meridian** from time to time), we will endeavour to read your **meter** at least twice a year. If you are a pre-pay customer, we will endeavour to read your **meter** at least once a year. For other customers, we will endeavour to read your **meter** at least four times a year. We will let you know in writing if we are going to change the number of **meter** reads which we endeavour to do each year.
- 10.3 While we will try to read your **meter** regularly, it is not always possible: the **meter**-readers we use may be unable to read your **meter** because of **equipment** breakdowns, weather conditions or problems getting access to your **premises**. If we do not read your **meter** in any particular invoicing cycle, we will estimate how much electricity you have used. When the **meter** is next read, we will take this into account in your subsequent invoice or invoices.

### Meter accuracy

- 10.4 You must pay for all the electricity which your electricity **meter** measures as having been used on your **premises**. Electricity industry rules set a standard of accuracy for

electricity meters. If you think your **meter** is not measuring electricity you use within the set standard of accuracy you can ask us to test it. Unless your **meter** has been tested and found to be inaccurate, we may assume that the metering information we collect is right (your electricity invoices are based on this information).

- 10.5 If you ask us to test your **meter** and we find that it is not accurate, or if we decide to test a **meter** and find that it is not accurate, we will bear the cost of testing and repairing or replacing the inaccurate **meter**. We will then work out what your actual electricity usage should have been, and how much you should have paid for your electricity. This may result in either a debit or credit to your next electricity invoice, depending on whether you paid too much or too little.
- 10.6 If the **meter** is found to be accurate and you requested that it be tested, then you may have to pay for the test and will have to pay for all electricity recorded through that **meter**.

## 11. Access to your Premises

- 11.1 Sometimes our representatives and representatives of the **lines company** will need access to your **premises**.

### **Access during business hours**

- 11.2 You must provide us and the **lines company** with safe and unobstructed access to your **premises** (including inside any **premises** in which meters and other **equipment** are located) during business hours (or such other time as agreed with you) to:
- (a) connect, suspend or disconnect your **electricity supply**;
  - (b) read **meters**;
  - (c) ensure that trees, vegetation and other obstacles are clear of any lines or other electrical **equipment**: we or the **lines company** may charge you for the cost of clearing such trees, vegetation or obstacles if you have failed to do so;
  - (d) install, inspect, work on or remove any **equipment** needed to provide your **electricity supply**; and
  - (e) investigate or repair any damage or interference, or suspected damage or interference to or with the **network** or any **equipment** used in relation to your **electricity supply**.

### **Anytime access**

- 11.3 You must provide us and the **lines company** with safe and unobstructed **anytime access** to your **premises** (including inside any **premises** in which **meters** and other **equipment** are located) to:
- (a) restore electricity during an interruption in your area;
  - (b) ensure safety; or
  - (c) protect persons or property.

### **Identification**

- 11.4 Representatives of **Meridian** and the **lines company** will carry identification. You do not have to allow them access to your **premises** unless they show you their identification.

### **Access must be safe and unobstructed**

- 11.5 Regardless of when we or the **lines company** visit your **premises**, you must do all things necessary to ensure that access to your **premises** is safe and unobstructed. This includes ensuring that any dog or other animal on your **premises** is kept under control.

### **If you do not provide us with access**

- 11.6 If access during **business hours** is refused by the person in charge of your **premises** (this could be you or someone else on your **premises**) or if we consider that access is not safe and unobstructed twice or more in a year, then **Meridian** or the **lines company** may disconnect your electricity supply on five business days notice.
- 11.7 If **anytime access** is refused where identification has been provided or we consider that **anytime access** is not safe and unobstructed, then **Meridian** or the **lines company** may disconnect your **electricity supply** without notice.

### **Access to business premises**

- 11.8 Where we or the **lines company** require access to your **premises** and those **premises** are used for business purposes you must bring to the attention of our or the **lines company's** representative visiting your **premises** any issues which could impact on his or her health and safety and provide any necessary health and safety **equipment** to ensure the safety of the representative on your **premises**.

### **Indemnification of Meridian**

11.9 Under **MARIA**, we are obliged to read your **meter** at least once per year and may be fined if we fail to do so. You agree to indemnify us from any fine or charge imposed on us under **MARIA** for failing to read your **meter** if we have tried to read your **meter** the number of times specified in clause 10.2 over the course of a year (and have provided identification) and have been unable to obtain safe and unobstructed access to your **premises** at least once in that year.

## 12. Suspension, Disconnection, Termination and Reconnection

### **Suspension of electricity supply at your request**

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

### **Disconnection of electricity supply by the lines company**

12.2 If the **lines company** wants to disconnect your **electricity supply**, if, for example, you do not carry out your responsibilities to the **lines company**, or the **lines company agreement** ends, it will be the **lines company** who will disconnect your **electricity supply**, and not **Meridian**. This means that you will have to arrange reconnection with the **lines company** rather than us.

### **Disconnection of electricity supply by Meridian**

12.3 If we want to disconnect your **electricity supply** because you have not paid an amount owing to us in relation to or associated with your **electricity supply** or **network** services provided by the **lines company** by the due date shown on your invoice:

- (a) we will send you a disconnection notice (at your cost), giving you notice that we may disconnect your **electricity supply** 10 days from the date of the notice unless you pay your account in full;
- (b) we will also give you a final warning (at your cost) at least 24 hours before your **electricity supply** will be disconnected;

(c) after that, if you have still not paid the amount owing to us, we may disconnect the **electricity supply** to the **premises** to which the unpaid amount relates and to any other **premises** at which we supply you with electricity (at your cost) without further notice.

- 12.4 To avoid having your **electricity supply** disconnected, you must pay your account in full.
- 12.5 We will not disconnect your **electricity supply** under clause 12.3 if the reason for disconnection is that you have not paid an amount owing to us and you are disputing all of that amount on genuine grounds under our complaint procedure.
- 12.6 We may also disconnect your electricity supply without notice:
- (a) in accordance with clause 3.2; or
  - (b) if you breach a material term of this agreement (other than non-payment of an invoice) and you have not remedied the breach 10 days after receiving written notice of the breach from us.

### **Moving house**

- 12.7 If you are moving **premises**:
- (a) you must give us at least three business days notice. You can apply to be supplied by us at your new **premises** at the same time;
  - (b) we may require access to the **premises** you are moving out of to do a final reading of the **meter** (at your cost), then we will send you a final invoice.
- 12.8 If you do not give us notice that you are moving **premises**, you will have to keep paying electricity invoices for that **premises** until the **electricity supply** is disconnected or another person or persons become solely liable for the **electricity supply** to the **premises**.

### **Switching to another retailer**

- 12.9 If you want to switch to another retailer, your new retailer will contact us to arrange the changeover.
- 12.10 We may specify the date on which your **electricity supply** will switch to your new retailer which can be up to 23 business days after we have been notified of the switch by your new retailer.
- 12.11 We will send you a final invoice to cover all electricity you have used until the new retailer becomes responsible for your **electricity supply**. The final invoice you receive may

be based on an estimated read or we may require that we read your **meter** (at your cost).

### **Permanent disconnection (decommissioning) at your request**

- 12.12 If you want your **electricity supply** permanently disconnected (for example, if you are demolishing your house or are otherwise certain that you will never require an **electricity supply** to your **premises** in the future):
- (a) you must give us at least three business days notice;
  - (b) we or the **lines company** will remove all lines and **equipment** belonging to us or the **lines company** from your **premises** and may charge you for doing so. You must provide us and/or the **lines company** with the necessary access to remove the lines and **equipment**; and
  - (c) prior to removing the lines and equipment from your **premises**, we may also require access to your **premises** to do a final reading of the **meter** (at your cost). Once the lines and equipment have been removed, we will send you a final invoice.

### **Termination of this agreement**

- 12.13 Subject to clause 16.5, when:
- (a) your **electricity supply** has been disconnected;
  - (b) you have switched to another retailer; or
  - (c) you have moved **premises** and are not receiving an **electricity supply** from us at your new **premises** or at any other **premises**, our obligations in relation to your **electricity supply** end. You must still pay us for amounts you owe us under this agreement.

### **Reconnection of electricity supply**

- 12.14 If your **electricity supply** has been disconnected and you want your **electricity supply** reconnected:
- (a) you will have to become a **Meridian** customer in accordance with clause 3.1 of this agreement;
  - (b) also, if another person living at your **premises** has an unpaid invoice with us, we may refuse to supply electricity to those **premises** until the invoice has been paid; and
  - (c) if your **premises** has not had an electricity supply for more than six months, before we reconnect your **electricity supply**, you will need to provide us with a certificate of compliance or a certificate of verification, at our election, from a registered electrical inspector. This is a legal requirement and a requirement of the

**lines company** and is to ensure that it is safe to reconnect the supply of electricity, and that the necessary electrical **equipment** is still up to standard.

- 12.15 Sometimes **lines companies** will charge a fee for periods of disconnection which are shorter than a year (for example, if you are disconnected and then have your electricity switched back on six months later). In these circumstances, we may pass this charge onto you.

## 13. Information and Privacy

- 13.1 We will need to collect some personal information about you to enable us to keep in touch with you about your electricity account and new **Meridian** services. You must provide us with full and correct information and must notify us as soon as possible if you become aware that the information is incomplete or if the information changes.
- 13.2 For the privacy and protection of your **Meridian** account, we may require you to provide unique identifying information such as a password agreed with us in advance and/or your date of birth before we will discuss your **Meridian** account with you.
- 13.3 We may make a recording of telephone conversations we have with you. We do this so we have an accurate record of your instructions to us and our verbal commitments to you. We also use these tapes to train or monitor our Customer Service Representatives.
- 13.4 We will only share information about you under a limited set of circumstances:
- (a) when you authorise us to do so;
  - (b) when we are required to by law;
  - (c) when we want to carry out a credit reference check;
  - (d) when it is a matter covered in some way by the responsibilities and rights described in this agreement;
  - (e) when we believe a service we or a related company offers may be of interest to you;
  - (f) when we have someone recover money from you when it has not been paid by the due date;
  - (g) when we commission a reputable market research organisation to carry out a study on our behalf;
  - (h) when required by another retailer for the purposes of switching your **electricity supply**;
  - (i) when the **lines company** needs the information to perform its role in supplying electricity to you or to pay you any share of its profits; or

- (j) when you make a complaint about us to any person or body.
- 13.5 All information we have about you is held securely, but you can access it during **business hours** to check that it is correct. We will correct any errors or update any changes you notify to us as soon as possible.
- 13.6 If your household has an electricity account in only one person's name, we will not share any information about that account with anyone other than the named person, unless we are expressly authorised to do so by the named person.
- 13.7 If your household has an electricity account in more than one person's name, each person named on the account will be able to access the account information.
- 13.8 To authorise us to release account information to another person, you must telephone a **Meridian** Customer Services Representative and provide your account password and any other identifying information that we may require, and tell the Customer Services Representative the details of the persons who are authorised to access your account information (which may include their date of birth and other identifying information). You must obtain the permission of your representatives before providing us with this information.
- 13.9 You must provide your password to all of your authorised representatives who will be accessing your account information - without it and any other identifying information which we may require, we will not release any of your account information to them.
- 13.10 In any event, we will not release your address, telephone number or bank account details to any person, including your authorised representative. Such details can only be accessed and changed by you alone.

## 14. Areas of Liability

- 14.1 Subject to clause 6.13, if we damage your property or property on your **premises** by not taking reasonable care and the damage was reasonably foreseeable we will pay the costs of either repairing the damage or replacing the damaged property (at our discretion) up to a maximum of \$10,000 for any single event or series of related events.

- 14.2 We will not be liable to you for any indirect or consequential loss, or loss of profits or business or any similar claims.
- 14.3 If for any reason we are found to be liable to you, our total maximum liability under this agreement will still be limited to \$10,000 for any single event or series of related events.
- 14.4 We are not required to carry out any of our responsibilities under this agreement in circumstances where an event has occurred which is beyond our reasonable control and which prevents us from carrying out those responsibilities. We will continue to perform our other responsibilities and will perform all other responsibilities as soon as it is reasonably practicable for us to do so.

#### **Damage caused by the lines company**

- 14.5 If you suffer loss or damage because of something the **lines company** does or does not do, you can only claim from us what we recover from the **lines company**. If the amount we recover from the **lines company** relates to loss suffered by more than one **Meridian** customer, we will distribute the amount recovered in proportion to each customer's relative loss.
- 14.6 The **lines company** has excluded or limited its liability to you and to us. Unless the agreement we have with the **lines company** provides otherwise, all liability the **lines company** may have to you is excluded, as much as the law allows. This exclusion or limitation of liability is enforceable against you by the **lines company** under the Contracts (Privity) Act 1982.

#### **Your liability under this agreement**

- 14.7 If you do not pay your account:
- (a) you will still be liable for the cost of the electricity, services, fees and charges relating to your **electricity supply** but you will also have to pay our administration, solicitor (on a solicitor and own client basis) and other service costs incurred by us in trying to recover the debt from you. We may, for example, refer your debt to a debt collection agency for collection, and recover from you the agency's debt collection costs;
  - (b) if non-payment does not result in disconnection under clause 12, we may also require you to pay a bond for the continued supply of electricity to your **premises** or require you to subscribe to our pre-pay scheme (at your cost).

- 14.8 If you damage the **lines company's equipment** or **network** you may be liable for any damage you cause.
- 14.9 If the **lines company** suffers direct loss or damage which is caused or contributed to by your fraud, dishonesty or wilful misconduct, or that of your agents, employees, subcontractors and invitees, you will be liable to make good that loss or damage.
- 14.10 Clauses 14.8 and 14.9 are intended to be for the benefit of and shall be enforceable against you by the **lines company** under the Contracts (Privity) Act 1982.
- 14.11 If you damage any of our property or **equipment**, you must pay us, at our discretion, the cost of repair or replacement of that property or **equipment**.

### **Consumer Guarantees Act 1993**

- 14.12 The Consumer Guarantees Act does not apply to this agreement to the extent that you receive electricity and services from us for use in a business.

## 15. Complaints

- 15.1 We are part of the ECC Scheme, and will deal with any complaint you may have in a way which meets the high standards of this scheme.
- 15.2 If you have a complaint, please call our Customer Service Representatives in the first instance on the phone number on your invoice.
- 15.3 If it is more appropriate that your complaint is dealt with by the **lines company** rather than by us, we will refer your complaint to them. We will tell you in writing if we do this, and we will give you the name of the **lines company**.
- 15.4 If the complaint relates to us, usually contact with our Customer Service Representatives will be enough to resolve your complaint, but in any event we will send you written acknowledgement of your complaint within two business days.
- 15.5 If your complaint cannot be resolved by our Customer Service Representatives, it will be passed on to a Customer Services supervisor or specialist in your area of complaint. They will respond to you as soon as they can, and in any event within seven business days from the day you made your complaint.

- 15.6 If you are not satisfied with the way we propose to resolve your complaint, or if:
- (a) it has taken longer than 20 business days to resolve the matter, and we have not given you written notice explaining why it has taken this long; or
  - (b) it has taken longer than 40 business days to resolve the complaint, regardless of the reasons why, then you are entitled to refer your complaint to the ECC.

## 16. General Terms

### Assignment

- 16.1 We may transfer any or all of our rights and obligations under this agreement to a third party. However, you may not transfer any of your rights and obligations under this agreement to any other person.

### Changing this agreement

- 16.2 We can change this agreement, remove some terms and conditions or add others at any time, provided we have given you at least 30 days notice in advance by writing to you directly or by advertising in your local newspaper.
- 16.3 However, if we are of the opinion that a **constrained supply situation** exists or is imminent, we may declare a temporary supply constraint, by advertising in your local newspaper. A temporary supply constraint will remain in force until the date specified in the advertisement (if any) or the date upon which it is declared to be ended as subsequently advertised in your local newspaper. Notwithstanding any other provision in this agreement, during a temporary supply constraint we may make temporary changes to this agreement (including to our rates, fees and charges) by giving you at least 48 hours notice, either by writing to you directly or by advertising in your local newspaper. These changes will automatically expire at the end of the temporary supply constraint and this agreement (including our rates, fees and charges) will revert to that in force immediately prior to the declaration of the temporary supply constraint.

### Notices

- 16.4 Notices that we send to you directly will be sent to the mailing address you have provided to us. It is your responsibility to notify us of any changes to that address. You are deemed to have received any notice sent by us to that address two business days after it was sent.

## Survival on termination

- 16.5 Any clauses which are intended to have effect beyond the term of this agreement will continue in effect after the termination of this agreement.

## 17. Questions

- 17.1 If you have any questions in relation to this agreement or your **electricity supply** in general, please call our Customer Service Representatives on the number on your invoice.

## 18. Definitions

- 18.1 In this agreement, unless the context otherwise requires:
- (a) **anytime access** means access which may be required by us or the **lines company** at any time and without advance notice in accordance with clause 11.3.
  - (b) **business hours** means 8am to 5pm Monday to Friday and 8am to 2pm on Saturdays, excluding public holidays in your area.
  - (c) **constrained supply situation** includes things like local or national energy shortages (due to low hydroelectric storage, fuel shortages, generating plant outages, transmission constraints or otherwise).
  - (d) **ECC** means the Electricity Complaints Commission, and includes the Electricity Consumer Code of Practice as amended or replaced from time to time.
  - (e) **electricity supply** means the supply of electrical energy by us and the provision of line services for the delivery of electricity by the **lines company**.
  - (f) **equipment** includes, as the circumstances require, all meters, pre-pay **equipment**, **load control** equipment, switches, relays, fuses, wiring and other equipment that uses or is used to deliver or monitor the use of electricity.
  - (g) **lines company** means
    - (i) the owner of the **network** connected to your **premises** and its employees, contractors or agents; and (ii) if the owner in (g)(i) is the owner of an embedded **network**, the owner of the network connected to the embedded network, and its employees, contractors or agents.
  - (h) **lines company agreement** means an agreement between **Meridian** and the **lines company** governing our use of the **lines company's network**.

- (i) **load control** means the control of electricity flowing to your **premises** by way of **load control** switches on your **premises**.
- (j) **MARIA** means the Metering and Reconciliation Information Agreement of 21 March 1994 (as amended, varied or replaced from time to time) and its rules and applicable codes of practice which govern the transmission, distribution and metering of electricity sold in the New Zealand electricity market.
- (k) **meter** means the meter or meters installed at your **premises** to measure the quantity of electricity which we supply to you and/or patterns of electricity usage and/or demand and includes all associated **load control equipment** and wiring.
- (l) **network** means any network for the distribution of electricity owned by the **lines company**.
- (m) **network connection point** means the point at which your **premises** connects to a circuit breaker, switch, fuse or other isolating device on the **lines company's network**.
- (n) **NZEM** means the New Zealand Electricity Market.
- (o) **predominant retailer** means the retail electricity company in your area which supplies electricity to the greatest number of **premises**. This may or may not be **Meridian**.
- (p) **premises** means the address supplied with electricity under this agreement and includes all land, dwellings and other buildings at that address.
- (q) **Transpower** means **Transpower New Zealand Limited**, the company that runs the national transmission system.
- (r) we, our, or us or **Meridian** means Meridian Energy Limited, and its subsidiaries, employees, contractors or agents.
- (s) you and your means you, the customer.

**Customer Services:**

Phone 0800 496 496 anytime between 7.30 a.m. and 7.30 p.m.  
Monday to Friday (excluding public holidays) or e-mail us at  
service@meridianenergy.co.nz

Meridian Energy Limited  
PO Box 2128  
Christchurch  
www.meridian.co.nz

Meridian's supply of electricity is on the basis of our standard rates, fees and charges and our standard terms and conditions. Nothing in our standard terms and conditions affects your rights under the Consumer Guarantees Act which applies, in addition to your rights under our standard terms and conditions, provided you are not receiving electricity and services for use in a business.

[www.meridian.co.nz](http://www.meridian.co.nz)



meridian

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