



RESIDENTIAL CUSTOMER SUPPLY AGREEMENT

INTRODUCTION

1. We are suppliers of Energy and have contracts with Network Operators and Meter Operators for the supply of Gas and Electricity to our Customers.
2. We are committed to providing our Customers with a safe and reliable Energy supply 24 hours a day all year round.
3. To help us to provide you with Energy We have prepared this Agreement which details the rights and responsibilities you have as a Customer and we have as your Energy supplier.
4. This Agreement replaces prior standard terms and conditions for the supply of Energy and associated services to residential customers. This Agreement, our supply of Energy to you and your taking of Energy from us are subject to all statutes, regulations, and industry rules and codes of practice from time to time relating to the supply of Energy, (including the Gas Act 1992, the Gas Regulations 1993, the Electricity Act 1992, the Metering and Reconciliation Information Agreement (MARIA) dated 21 March 1994, and any amendments or variations thereto), as well as any requirements that the Network Operator and/or Meter Operators may impose relating to the use of their local lines networks or metering equipment.

WHO AND WHAT DOES THIS AGREEMENT APPLY TO?

5. This Agreement, which is effective from the day of 3 February 2003, applies to the supply of Energy and Network Services provided by us to you in your capacity as a Customer.
6. We can change the terms of this Agreement by giving you written notice. Written notice can be given by us publishing changes in a newspaper sold in your area and/or can be included with an account sent to you by us for Energy used.
7. If changes are to be made to this Agreement (other than pricing changes which are explained in Clause 27) we will either write to you, or will publish a notice in the Public Notices section in a newspaper sold in your area, advising you of our intention to make changes to this Agreement and will provide you with a copy of the proposed changes on request. Prior to the publication of this notice we will also advise you of our intention to change the Agreement by including a message to this effect on your Energy account. You will have a reasonable opportunity to give us your suggestions or objections to the proposed changes and we will give you at least 30 calendar days notice of our intention to change the Agreement.

8. If you are not already a customer, you can apply to become one by:
 - making a verbal application with us personally or by telephone;
 - continuing to receive and use Energy at premises where the previous Customer has left;
 - arranging for us to turn on an Energy supply which had been previously turned off.
9. Regardless of how you apply to become a Customer you may be required to complete and sign an “Application for Supply” form. This must be completed and returned to us within 5 Business Days of your being so requested or we may disconnect your Energy supply. If for any reason we should decline to accept your application to become a Customer, we will advise you of our decision in writing. It may take us up to thirty days to process your application. You shall be deemed to be a Customer if you have not been notified otherwise within thirty days of you making your application to become a Customer. You agree that during that thirty day period the terms and conditions set out in this Agreement will apply and that you will be bound by them.
10. We are not under any obligation to accept you as a Customer. We may, for example, decline to supply you if we believe that a past Customer with an overdue account remains resident or where, in our opinion, the supply would be impractical, uneconomic, unsafe or may adversely affect the existing Energy supply to any other Customer.
11. If we decline your application to become our customer then we will use best endeavours to advise you of our intention to disconnect your Energy supply prior to disconnection.

WHAT ARE YOUR RESPONSIBILITIES?

12. You are responsible for paying for the services we provide to you by the due date shown on the Energy account we send to you.
13. If you have agreed to take Energy for a fixed period of time you continue to be bound for the original term you agreed to and if you cease taking Energy during the term of your agreement with us as a result of changing energy suppliers or permanently disconnecting the Energy supply at Your Property you will be required to pay the sum equivalent to the Daily Charge for your Energy supply as described in our Pricing Schedule, for the number of days remaining in term of your agreement with us.
14. If you want to end this Agreement you must give us at least 2 Business Days notice. Our charges will stop at the time agreed with you, and a final invoice will be submitted. Your Agreement with us will come to an end when any outstanding amounts due to us have been paid.
15. You must ensure that all pipework, wiring, appliances and associated equipment on Your Property are in good condition and comply with all relevant legal and network connection requirements, regulations, and codes of practice.

16. You are responsible for all Energy supplied past the Point of Supply on Your Property and must report any suspected Gas leaks to us as soon as possible. You are responsible for any repairs to your Energy installation after the Point of Supply including any repairs and or maintenance that may be needed to your meter box, if owned by you, or meter board and any fuse or other wiring. If you wish to clarify the Point of Supply or supply arrangements to Your Property please contact us.
17. You are required by law to ensure that any installation work and alteration or maintenance of any energy appliances and/or equipment is carried out by qualified personnel or otherwise authorised persons. You must provide us with a copy of all relevant Gasfitting and Electrical Installation Certificates within five business days of the completion of any installation or alteration, otherwise we are required by law to terminate your supply on the grounds of safety. If you need assistance in obtaining your certificate please contact us.
18. You will be liable for all charges as detailed in our Pricing Schedule and in our Service Fee Schedule from when a supply of Energy is made available to you regardless of whether you actually use any Energy.
19. You must ensure that any meters owned by you accurately record the Energy supplied to Your Property and that they meet the requirements of any applicable industry standards. You must notify us if you suspect your meter is not accurate.
20. You must protect (and not interfere or allow other people to interfere with) any meters, fittings or other equipment owned by you, us, or any third party and must not attempt to send or receive signals or other forms of communication through the Electricity Network nor connect or modify any fittings or other equipment on Your Property so as to enable any electricity generated on Your Property to be conveyed through the network to which you are connected.
21. Voltage and frequency fluctuations can occur that are beyond our control and can damage sensitive electrical appliances. We shall not be liable to you in any way as a result of any voltage or frequency fluctuation, except to the extent (if any) we are liable under the Consumer Guarantees Act. You can reduce the risk of damage from power fluctuations by installing surge protection devices or by making other arrangements to protect your equipment or meet your particular needs. It is your responsibility to protect your sensitive equipment. You should contact your electrician or appliance manufacturer for information about protection options.
22. You are to maintain any trees and other vegetation under your control clear of all meters, fittings, gas pipes and electricity lines on Your Property. Failure to do so may result in us giving you written notice requiring you to clear the trees and vegetation within a specified time or face disconnection.
23. You must give us at least seven days notice before carrying out any excavation or modification to Your Property which may affect the Energy supply to Your Property or any surrounding property. Network Operator's offer line location services by arrangement. If any part of the Network needs to be moved or altered in any way we can arrange to have the work completed, which may be at your expense. In such cases you will be provided with a quotation prior to the commencement of this work.

24. You must provide us, the Network Operator and the Metering Operator with reasonable, safe, and unobstructed access to Your Property for meter reading, testing, inspections, and maintenance requirements and to enforce the terms of this Agreement and comply with the law. Access will normally only be required during usual business hours or at another time as agreed with you however under some circumstances (such as for safety reasons, the protection of property or to restore the Energy supply in your area) you will need to give us, the Network Operator and/or the Metering Operator immediate access.
25. You may not transfer any of your rights or obligations under this Agreement to any other person without obtaining our consent in writing.

WHAT DO YOU PAY FOR?

26. You pay for the services we provide to you, including the Energy that you use and the delivery of that Energy to Your Property. We will send you regular accounts setting out the amount you owe us for the Energy used by you and the due date for payment.
27. The various pricing options available to you are set out in our Pricing and Service Fees Schedules which are available on request from us. We will give you at least 30 calendar days notice of any changes to prices that may affect you by placing a notice in a newspaper sold in your area or by notifying you directly in writing, or by placing a message on your Energy account.
28. You may be required to pay a deposit as security for payment of your Energy account. Standard deposits are specified in our Service Fee Schedule. We will not pay interest on any deposits held. Deposits are refundable by credit to your account with us after 12 months providing that you have paid all Energy accounts in full either on or prior to their due date. Deposits may also be used by us to pay for or reduce any debts that you owe us. Deposits, less any money owing by you, will be refunded to you on termination of this Agreement. We will not transfer your deposit to any other Customer unless you authorise us in writing to do so. When a deposit is required you must pay it on our request.
29. If any cheque, automatic payment or direct debit payments you make to us is dishonoured by your bank We may charge you a dishonour fee as specified in our Service Fee Schedule in addition to recovering all other amounts owed to us.
30. If you have failed to make payment by the due date and we have sent notice of our intention to disconnect your Energy supply we may charge you an administration fee as specified in our Service Fee Schedule to cover the costs of pursuing the late payment.
31. We may charge a connection fee or disconnection fee as specified in our Service Fee Schedule.
32. Accounts paid after due date may be subject to a late payment fee as set out in our Service Fee Schedule. Payment options are listed in our brochure "Paying Your Energy Bills" and may be obtained on request from us.

33. Should your account have a credit balance greater than \$50.00 and you are not one of our Easypay customers, you may apply for a refund. We will not refund any amount of less than \$50.00 unless your supply has been terminated. The first cheque refund in any 12 month period will be free of charge. The second and additional refunds in any 12 month period will be charged for at the rate set per our Service Fee Schedule. Easypay customers are subject to separate agreement.
34. You will be required to pay for all Energy provided to your Property including any unrecorded consumption,
35. If we issue an incorrect account we will refund you the amount of any overcharge or require you to pay the amount of any undercharge within 30 calendar days of the error being advised to you in writing however we will only recover any undercharge for the previous billing period unless you were being charged at an incorrect pricing option based on information provided by you.

WHAT ARE OUR RESPONSIBILITIES AND COMMITMENTS?

36. We will endeavour to supply you with a safe and continuous supply of Energy however we cannot guarantee to provide you with a continuous supply of Energy.
37. Our usual practice is to read Meters at least six times a year at properties where Gas only is supplied and to read meters monthly at properties where only Electricity or where both Gas and Electricity are supplied. We may agree to another arrangement with you but are under no obligation to do so. Any estimated accounts will be based on our estimates of your usage or we may accept as an alternative an actual reading provided by you. Acceptance of customer-provided meter readings is at all times at our absolute discretion. Estimated accounts must be paid on the same basis as accounts issued following an actual meter reading.
38. Invoices for Energy used will be issued either monthly or bi-monthly.
39. All of our staff and contractors carry identification cards, as do staff and Contractors of the Network Operators and Metering Operators. Such persons will usually make themselves known to you prior to carrying out any work. You can refuse them access to Your Property if they cannot show you their identification card.
40. Metering practices will comply with all current industry standards. If either you or we believe that your meter may be recording incorrectly we will carry out an investigation. If you are not satisfied with the results of the investigation we can arrange for an independent test to determine the accuracy of the meter. If the test proves that the meter is measuring the Energy supplied correctly (within accepted industry standards) we reserve the right to charge you for the cost of testing. These charges are detailed in our Service Fee Schedule. If the test reveals that the meter is recording outside the accepted industry standards We will adjust your account back to the last meter read or a prior meter read by negotiation.
41. If your meter fails we will estimate the quantity of Energy that you have used since the last meter reading date by comparison with the same period the previous year or the expected consumption of a Customer with a similar record of usage.

42. We have strict internal procedures to ensure that Customers' keys and security information are kept secure.
43. Unless otherwise agreed with you, we, the Network Operator and/or the Metering Operator, will give you at least two days notice of planned shutdowns which will impact on delivery of Energy to Your Property. Notice will be given by telephone, in writing, in a newspaper sold in your area or on the radio. Supply may however be interrupted without notice due to a Force Majeure event and we may ration or restrict your Energy supply if an abnormal supply situation exists. Should this happen, we will work with the relevant parties to try to minimise any inconvenience to you.

DISCONNECTION FOR NON PAYMENT OF ACCOUNT

44. If you do not pay your deposit or Energy account by the due date we may disconnect your Energy supply and charge a disconnection fee as set out in our Service Fee Schedule. However disconnection is a last resort and if you are having difficulty in making payments please contact us immediately as we may be able to help you avoid disconnection.
45. Before disconnecting your Energy supply for non-payment of an account we will give you at least one week's written notice and allow 3 days for the receipt of the notice. If your account has still not been paid at the end of that period we may disconnect your supply without further notice.
46. Disconnection of your Energy supply does not alter your responsibility to pay monies due to us including collection and legal costs incurred by us in relation to recovery of monies due to us.
47. We will not disconnect your Energy supply, for non payment of an Energy account based on an estimated reading unless we are prevented from obtaining access to Your Property to carry out a meter reading. We will endeavour to determine your actual energy usage before any disconnection procedures are instigated.

DISCONNECTION BY US FOR OTHER REASONS

48. We are not under any obligation to continue to supply you with Energy. We may, for example, terminate supply where we believe the supply is impractical, uneconomic, unsafe or may adversely affect the existing Energy supply to any other Customer. We will endeavour to give you at least 90 days notice of termination pursuant to this clause but will not be liable to you in the event notice is less than that.

NETWORK OPERATOR AND METERING OPERATOR

49. The connection of new and existing properties without a current Energy supply is subject to the Network Operator's requirements for connecting to their Distribution network. We will be able to assist you to obtain details of these requirements.

50. The lines and equipment up to your Point of Supply are owned by the Network Operator and/or Metering Operator, and they maintain the right to have access to Your Property and that equipment even after this Agreement ends. It is the obligation of the Network Operator and Metering Operator to keep their equipment safe and in good repair, and maintain it to recognised industry standards. They must comply with all legal requirements and applicable statutes, regulations, and industry rules and codes of practice as outlined in clause 4 of this Agreement.

WHAT HAPPENS IF WE BREACH OUR OBLIGATIONS TO YOU?

51. Except to the extent (if any) of liability arising pursuant to the Consumer Guarantees Act 1993 in no circumstances will we:-
- Be liable for any consequential losses suffered by you.
 - Pay compensation for loss of or damage to a computer or electronically stored data, hardware or software, or other household appliances and their contents.
 - Be liable to you for other than our negligent or deliberate act or omission.
 - Be liable to you for losses arising from a Force Majeure Event.
52. If we are liable to you for any reason then except to the extent of any liability we incur pursuant to the Consumers Guarantees Act 1993 our liability will be limited to a maximum value of \$10,000.00 for any single event or series of related events. If you wish to claim compensation you will need to write to us within 21 days of the event or events occurring. Should you fail to do so we will not cover any loss or damage to Your Property.
53. If Your Property is damaged as a result of interruption to your Energy supply you may be able to claim against another party or your insurance and you should seek professional advice on this.

WHAT HAPPENS IF YOU BREACH YOUR OBLIGATIONS TO US?

54. If you do not meet your responsibilities under this Agreement, or any other contractual obligation you have to us, a notice will be sent to you explaining what is wrong. If, after consultation, you do not comply with that notice, or any subsequent notice, We may then suspend the supply of Energy and/or terminate this Agreement. Suspension of supply and/or termination of this Agreement will not release either party from any liability that they may have to the other party.

WHAT HAPPENS IF WE DISAGREE ON SOMETHING?

55. Please contact us with any problems as soon as you can. We will make every effort to answer you within five business days. If you are not satisfied with our response, please write to our Commercial Manager who will contact You within two business days to try to resolve the problem.
56. If you are still not satisfied we will discuss with you methods of mediation or arbitration to resolve the dispute.

57. Details of our disputes resolution procedure are contained in our brochure “Handling Customer Complaints” a copy of which is available, free of charge, on request from our offices.

PERSONAL INFORMATION

58. In order to supply you with Energy we need some information about you. This information will only be used for the purpose for which it was collected, unless you agree otherwise in writing, we are required by law to disclose it, or this Agreement allows disclosure.
59. You can request a copy of all information we have about you or your account and you are able to correct the information if it is wrong.
60. You agree that we may give information about you to an agency engaged by us to recover overdue amounts. Only information necessary for debt collection will be passed on.
61. You agree that we may give information to the Network Operator and/or Metering Operator for the purposes of running the Network, our electricity supplier and other energy retailers in accordance with the industry switching and/or reconciliation rules.
62. You agree that we may send you information, such as details of payment methods, energy efficiency information, and marketing promotions or special offers, if we believe it may benefit you.

SAFETY & SECURITY

63. We may need to disconnect or ration your supply of energy immediately if we, or the Network Operator or Metering Operator need to protect health or safety or prevent damage to property, or if there are restrictions to the availability of Energy.
64. Tampering with meters and supply equipment is dangerous and is a criminal offence.
65. If you are supplied with Energy as a result of tampering with or bypassing a meter you will be prosecuted.

DEFINITIONS

“Agreement” means these terms and conditions.

‘Business Days’ means the days on which normal banking business is conducted in your area.

“Customer” means a person or persons to whom we supply Energy for use in a private residential home (but excluded rest homes, boarding houses and similar premises as determined by us).

“Daily Charge” means the fixed charge that is applied for each day that we make energy available to you at Your Property and as described in our Pricing Schedules.

“Electricity” means electrical current to a standard and suitable in all respects for transmission to, and use by, residential customers.

“Electricity Fittings” means switches, relays, fuses, wiring, and equipment used to deliver or use electricity.

“Energy” means Electricity and/or Gas.

“Force Majeure event” means an event or circumstance that is beyond our control and includes (but is not limited to) floods, earthquakes, lightning, strikes, fires, industrial action, transmission faults, and lack of generation or Gas.

“Gas” means natural gas to the Specification for Reticulated Natural Gas, New Zealand Standard 5442:1999 and any revisions thereof.

“Late Payment Fee” means the fee that is applied to all customers who do not pay their energy account on or before the “Due Date”.

“MARIA” means the Metering and Reconciliation Information Agreement dated 21 March 1994, as amended, varied, or replaced from time to time, and its rules and applicable codes of practice. MARIA provides a set of rules that govern the transmission, distribution, and metering of electricity sold in the New Zealand Electricity Market.

“Meter” means, the meter installed at your Property to measure the quantity of Energy we supply to you.

- For Electricity includes all load control relays and demand and reactive power metering which may be used to measure and/or control Your patterns of electricity usage and/or demand.
- For Gas, the meter installed at Your Property includes all valves, filters, and gas regulators associated with or near the gas meter for your Property.

“Metering Operator” means the owner and operator who owns and operates the gas and/or electricity meter installed at your Property.

“Network Operator” means the owner and operator of your local distribution network and upstream high-pressure or high-voltage transmission services.

“Network Services” means the services associated with the conveyance of energy to your Property by the network operator.

“Our representatives” means any of the following acting on Our behalf or with authority from us:

- Our employees, contractors, or agents;
- the Lines Company or the Lines Company’s employees, contractors, or agents;
- the meter reader, or the meter reader’s employees, contractors, or agents;
- the meter owner, or the meter owner’s employees, contractors, or agents.

“Point of Supply” ” means the point at which the responsibility for the energy supplied transfers to you.

- For electricity this is the point at which your Property connects to a circuit breaker, switch, fuse, or other isolating device on the Network Operator’ network.

- For Gas this is the point at which your Property connects to the outlet of the Gas Meter.

“Pricing Schedule” means our published schedule of prices for energy, applicable from time to time in your area.

“Service Fee Schedule” means our published schedule of prices for energy related services, applicable from time to time.

“We”, “us”, “our” means Wanganui Gas Limited trading in its own name and as Energy Direct NZ and includes its officers, employees, contractors, agents, successors, and assignees.

“Your Property” means the property (including any buildings) where We agree to supply energy to you.

“You”, and “your”, “yours” means you, the Customer.