

General Terms and Conditions for Residential Customers

1. Supply of Electricity by Pioneer Energy Ltd

- 1.1 Your contract with us (including your liability for fees and charges) starts when we accept your application and applies from the date we start supplying electricity to the Premises. If we accept your application before we start supplying your Premises, we will start supplying as soon as possible. In any event, you are only liable to pay for electricity consumed from the date of ownership or tenancy unless another date has been agreed between you and us.
- 1.2 We will supply electricity to your Premises in accordance with good industry practice and protocols and codes of practice, and with the law (including the Consumer Guarantees Act).
- 1.3 Your pricing plan forms part of this Agreement. If you have not selected a pricing plan, then our standard pricing for customers of your type will apply.
- 1.4 If more than one person is specified on your electricity account, each person is individually as well as jointly responsible for meeting your obligations under these Terms.
- 1.5 You may nominate a person to operate your electricity account and make decisions for you. You are still liable for payment and other obligations under this agreement.
- 1.6 If you leave the Premises and your name is on the account, you must tell us and either arrange for transfer to another person at the Premises (which requires our consent) or for disconnection. If you do not do this, you will remain liable to pay for electricity supplied to the Premises.
- 1.7 If you have a new electricity connection, or your supply has been disconnected, or you have done any work that may affect your connection, we may require you to provide a certificate of compliance before we can supply (or continue to supply) you with electricity.

2. Metering

- 2.1 The quantity of electricity we supply to you is measured by a Meter. If there is no appropriate Meter (that meets relevant industry standards) at the Premises, then we will arrange for the supply and installation of one (which we may require to be a time of use, advance or smart meter) and charge you for this. We will let you know of any charges before we supply and install the Meter.
- 2.2 We may at any time replace your Meter with an advance or smart meter.
- 2.3 You must not interfere or tamper with the Meter or the immediate connections to it. You may be criminally prosecuted for doing so. You must keep the Meter safe. If you become aware of any interference with the Meter you must notify us as soon as reasonably practicable.
- 2.4 We intend to read the Meter at the Premises no less than 6 times per year, provided we have access. We may also read the Meter for any special or final reading.
- 2.5 You may read your Meter and submit the reading to us at any time.
 - (a) If we accept your reading, we will either amend the relevant invoice to reflect your reading, use your reading as the basis for your next invoice, or adjust your next invoice.
 - (b) We may not accept your reading if it is inconsistent with our records or with the existing supplier's final meter reading (for an initial read). If we do not accept it, we may decide to carry out a special meter read ourselves. If as a result your meter reading is shown to be correct, we will not charge you for the special reading. If your meter reading was not accurate, we may charge you for the cost of the special meter reading. See Clause 5 - Charges.
- 2.6 If you think that the Meter is faulty, please notify us. We will let you know the cost before undertaking any tests. However:
 - (a) if it is not a Meter we have supplied and we test the Meter and find it is inaccurate, we may charge you for this

- (b) if it is a meter we have supplied, and the fault was not caused or contributed to by you, we will repair or replace it at our cost and meet the cost of the testing
 - (c) if you ask us to test one of our own Meters, and it is accurate or the fault was caused or contributed to by you, you may be charged a fee for the test.
- 2.7 If we find that a Meter is producing inaccurate readings, then we will make an adjustment reflecting the value of the error in previous invoices from us. Any adjustment to our record of your electricity usage will be reflected either as a debit or credit in subsequent invoices we issue to you in accordance with Clause 7 - Disputed, Incorrect or Late Invoices.
 - 2.8 If you add to, modify, or replace any Equipment on your Premises then you must notify us. We may require that the Meter is upgraded to ensure that the Meter is suitable for the Equipment used. If this is required, we will notify you and arrange it. We may charge you a fee for this upgrade. We will let you know the fee for the upgrade before we undertake the work.
 - 2.9 The Meter Owner (if it is not us or you) has no liability (in respect of the supply of electricity) to you under this Agreement.

3. Customer Information

- 3.1 Under this Agreement we will collect, hold, use and disclose certain information about you in accordance with the Privacy Act 2020 and our Privacy Policy (available on our website). You must ensure that information you provide to us is correct, complete, and up to date.
- 3.2 We may disclose information about you or your account to:
 - (a) the Lines company and/or Meter Owner
 - (b) any other person who is a joint customer under this account or whom you have authorised for such disclosure
 - (c) Utilities Disputes in connection with any dispute
 - (d) credit reporting and debt collection agencies
 - (e) the Electricity Authority for the purposes of the Electricity Authority assigning our rights and obligations under this Agreement to another electricity retailer as permitted by Clause 17.5 and you agree to the Electricity Authority providing this information about you to another electricity retailer if required under the Code
 - (f) any other person to enable us to meet our obligations or enforce our rights under this Agreement, or for some other specified purpose of this Agreement (such as Clause 18 – Medically Dependent and Vulnerable Customers).
- 3.3 We will only collect, use, and disclose personal information provided by you for the purposes of this Agreement unless we have your consent or disclosure as required by law (including industry regulations and codes). In addition to our ability to disclose information under Clause 3.2, the purposes of this Agreement include:
 - (a) to enable us to do necessary credit checks
 - (b) to collect outstanding moneys
 - (c) to provide you with information and offers from us.
- 3.4 We may check the information or collect other information about you (from other organisations or people, such as credit agencies and the Lines Company), for business purposes.
- 3.5 We may record our telephone conversations with you. If we do so, the recordings will be kept secure and may be retained for at least one year after which they will be destroyed. While we hold them, you may request access to them, and we will grant you reasonable access.
- 3.6 You can request a copy of all information held by us about you or your account and may request that it is corrected if it is wrong. We will correct it (after investigation if necessary) if we find that it is incorrect.

4. Interruptions to Supply (Faults)

- 4.1 We cannot guarantee that electricity supply will be continuous or fault free. If you experience problems with electricity supply, you can telephone us at any time. We provide a 24-hour fault notification service. For Faults contact your local Lines Company or Pioneer Energy on 0508 474 6759, 24 hours per day 7 days per week. You can access information relating to faults in your area directly from the Lines Company's website. To find your Lines Company and a link to their website, visit: www.ena.org.nz/lines-company-map/ Information about a supply interruption (both planned and unplanned) will be regularly updated by the Lines Company in accordance with good industry practice in New Zealand.
- 4.2 If there is a planned interruption to supply (for example for maintenance by the Lines Company) we will give notice of the planned interruption, which should be no less than 4 working days unless agreed otherwise with you, or, if the interruption is urgently required and was not reasonably foreseeable (meaning that 4 working days' notice is not possible) then we will give as much notice of the interruption as possible. The Notice will include the likely duration of the interruption and may be given directly or by public notice, advertisement in the local newspaper or radio. If you are impacted by a planned interruption, we will use reasonable endeavours to minimise inconvenience to you and restore electricity to you as soon as reasonably practicable.
- 4.3 If there is an unplanned interruption to supply (for example there is damage to power lines due to a weather event or car accident) we will use reasonable endeavours to minimise inconvenience to you and restore electricity to you as soon as reasonably practicable.
- 4.4 If your pricing option allows us or the Lines Company to control the supply of energy to your Equipment, we may temporarily suspend supply without notifying you.
- 4.5 If there is a national or regional electricity shortage your electricity supply may be rationed.

5. Charges and Payment

- 5.1 You must pay the fees and charges specified in your pricing plan or as otherwise advised to you for all electricity and other services supplied to you under this Agreement.
- 5.2 You must pay each invoice in full (including GST) by direct debit or automatic payment to us by the Due Date. You may not deduct or set off any amounts from the amount shown on the invoice.
- 5.3 We will calculate your electricity charges based on an actual Meter reading or an estimate (based on previous consumption if known) of the amount you have consumed over the Billing Period. If we do not know how much electricity was actually supplied to you (for example because of a faulty meter) then we may estimate the amount of electricity supplied and invoice accordingly. You can request an explanation of how estimates are calculated by contacting us.
- 5.4 We will invoice you for the actual or estimated use of electricity at least once a month. Your invoice will set out the payment due and the following information:
- the amount and cost of the electricity supplied to you
 - whether the invoice is based on an estimate
 - any other fees and charges applicable to you for electricity
 - fees and charges for any other product or service supplied to you
 - the GST and any other taxes or levies you have to pay.
 - Our invoice will include sufficient information to enable you to check the invoiced amount(s) and itemise the relevant information.
- 5.5 On the invoice, we will include the identifier number or numbers of all installation control points at the Premises and (where the invoice includes charges for both electricity and Line Function Services) the name of the Lines Company.

- 5.6 If you are likely to incur an additional fee (such as for a special meter read or a disconnection or reconnection fee) we will, where possible, give you reasonable advance notice of the amount, the reason for the fee, and explain how you can avoid incurring the fee
- 5.7 We may invoice you more frequently than once a month if we consider unusual circumstances make this appropriate. If we do this, then all references to "Billing Period" and all monthly calculations will be adjusted accordingly.
- 5.8 We may disconnect or suspend supply for unpaid invoices. In accordance with Clause 11.1(b)
- 5.9 We may take action to recover any overdue amount. Any costs incurred in collecting money owed to us by you including administrative costs, bank fees, credit agency fees, legal expenses and court costs are payable by you.
- 5.10 Contact us on 0508 ENERGY (363-749) to request a copy of our price list including the pricing plan you are on or information about our other charges and fees (such as reconnection charges, final meter reading charges etc).
- 5.11 Where available and you have the correct meter set up, you may request to change your pricing plan. However, if you are on a fixed-term pricing plan this may not be possible (or may incur charges). If it is practicable to change your pricing plan, we will make this change within the timeframe specified in the Contract, or if it is not specified in the Contract, as soon as reasonably practicable and certainly within two months.
- 5.12 We do not offer any pre-payment mechanisms. You may contact us on 0508 ENERGY (363-749) or energy@pioneerenergy.co.nz to request information about other companies that do offer a pre-payment option.

6. Paying a Bond

- 6.1 We may require you to pay a cash bond (not exceeding \$150.00) at the beginning of, or during this Agreement. If we do require a bond, we will give you reasons for this. You will then have up to three weeks to pay the bond.
- 6.2 The bond will be held on trust for you. We will not pay interest on the bond.
- 6.3 We may use your bond to settle any amounts you owe us under this Agreement and have not paid to us on time.
- 6.4 We will pay the balance of the bond to you if you have paid all invoices on time in full for a period of six continuous months. If we keep your bond for longer than six months, we will tell you why.
- 6.5 If this Agreement is terminated, we will as soon as practicable pay the balance of the bond back once we have stopped supplying electricity to you and after any money owing is deducted or paid to us.
- 6.6 When we pay back your bond (less any amounts you owe us) we will do so by crediting your account, sending you a cheque, or paying you by direct credit to your nominated bank account.

7. Disputed, Incorrect or Late Invoices

- 7.1 If you dispute any invoice, then you must advise us before the Due Date with your reasons. You must pay any undisputed amount in full by the Due Date. We will not disconnect you or suspend your supply while there is a genuinely disputed amount and you have paid us any undisputed amount.
- 7.2 If we make an error and charge an incorrect amount, then upon becoming aware of the error we will promptly refund or credit any amount that has been overcharged. You will be invoiced and have to pay any amount you have been undercharged (to the extent this is reasonable taking into account whether you contributed to the error or could reasonably have been expected to know of the error).
- 7.3 If we invoice you more than two months after the end of the Billing Period to which the invoice relates, and we determine this is not your fault, then:

- (a) you will have at least the length of the time covered by the invoice to pay it; and
- (b) if it is more than three months late, we will negotiate an appropriate discount with you.

7.4 We will not charge interest on any incorrect or late invoices.

8. Complaints

8.1 If you aren't satisfied with our service, you can lodge a complaint by telephone, email or other written notice, to:

(a) Post to:

The Energy Solutions Manager,
Pioneer Energy Limited
P O Box 275
Alexandra 9340

(b) Phone: 0508 ENERGY (363-749).

(c) Email: energy@pioneerenergy.co.nz

8.2 We will work with you using our free internal complaints process to resolve any problem as soon as we reasonably can. If you telephone us, we may ask you to confirm your complaint in writing. We may refer your complaint to the Lines Company or Meter Owner (if that is not us) if we believe that is appropriate.

8.3 We will acknowledge your complaint within 2 Business Days and respond to it within 7 Business Days.

8.4 If you are not happy with the way we deal with your complaint, or if it has not been resolved within 20 Business Days, then you may refer your complaint to the Utilities Disputes Ltd Commissioner to resolve:

(a) Post to:

Utilities Disputes Commissioner
PO Box 5875
Lambton Quay
Wellington 6145, Freepost 192682

(b) Website: www.utilitiesdisputes.co.nz

(c) Phone: 0800 22 33 40.

8.5 This does not affect your ability to take the complaint to the Disputes Tribunal or the Courts.

9. Equipment and Safety

9.1 You must do the following (at your own cost) in respect of Equipment:

- (a) provide suitable space for the secure housing of any Equipment we decide is needed at the Premises for your supply
- (b) repair and maintain the Equipment on your Premises if it is not owned or supplied by us
- (c) ensure that any Equipment not owned by us complies with relevant technical standards and codes of practice. These are listed on our website
- (d) protect Equipment on your property from damage and unauthorised interference or removal, not encumber or use the Equipment as security in any way or to make the Equipment a fixture of Premises
- (e) tell us about any damage to or interference with the Equipment as soon as you become aware of it. If Equipment on your property is damaged or interfered with, we may charge you the estimated cost of any unmeasured supply, the cost of our investigation and the cost of repairing or replacing Equipment
- (f) not (and not allow anyone else to) interfere with the supply of electricity to you or anyone else; take electricity illegally; without prior written approval connect any generation assets to the network or use electricity or Equipment unsafely. You must ensure that only qualified persons carry out any work on or affecting Equipment or electricity supply
- (g) turn off the electricity at your Premises (or allow us to do so) if we require this for one of the purposes of this Agreement
- (h) if you have a new electricity connection, or your supply has been disconnected, or you have done any work that may

affect your connection, we may require you to provide a certificate of compliance before we can supply you with electricity.

9.2 You must ensure that any trees and vegetation on your property are kept trimmed away from all power lines and other electrical equipment (including meter boxes) as specified by the Electricity (Hazards from Trees) Regulations 2003. A link to these regulations is on our website.

9.3 There may be voltage fluctuations or other planned or unplanned outages which could damage the Equipment or your property (including electrical appliances). You should consider installing protective devices (such as surge protectors), back-up devices and/or to arrange insurance covering damage from such fluctuations or make other arrangements to secure supply and protect equipment. We are not responsible for damage caused to Equipment or to your property (including appliances), including loss of data, arising from such outages or fluctuations.

10. Access to Property

10.1 You must provide us and the Lines Company and Meter Owner with safe and unobstructed access to your Premises so that we (or they) can:

- (a) read the Meter
- (b) install, inspect, work on, replace or remove Equipment
- (c) investigate any actual or suspected damage to Equipment
- (d) connect, reconnect, or discontinue the electricity supply to you or third parties
- (e) investigate the cause of any interference to electricity supply
- (f) protect or prevent danger or damage to people or property as otherwise required for the purposes of this Agreement or our agreement with the Lines Company or Meter Owner.

10.2 We will generally exercise this access between 8.30am – 5.30pm on a weekday but you agree to allow access outside of these hours if the matter is urgent.

10.3 Our agents and employees will carry identification, identify themselves to you before entering your property and show identification on request. They will act courteously, considerately, and professionally at all times. You may refuse access if we are not able to show proper identification on request.

10.4 We will give you at least 10 Business Days written notice if we need access for construction, upgrade, repair, or maintenance work. We will give you reasonable notice where we need access for other reasons (except for routine situations such as meter reading). The notice will advise why we (or a third party) will be accessing the Premises and when the visit will occur.

10.5 When we access your premises, we will:

- (a) take reasonable steps to minimise inconvenience to you and direct impacts on the property
- (b) comply with any reasonable requirements you have notified us about (such as not blocking driveways etc).

10.6 If you do not ensure that we have safe and unobstructed access to your property or the Meters or fittings, or if we cannot reasonably access your property and/or read the Meter, we may charge you for any additional costs (including any callout fees) and your supply of electricity may be disconnected, interrupted, or suspended.

10.7 If you have an internal Meter, you must make a meter access arrangement with us to enable us to read and maintain the Meter. We may also need a key or other security information for access to your Premises for the reasons set out above. We agree to keep the key or other security information, for such access, safe and secure at all times and only use it for these purposes. We will keep a record of any keys or security items we receive on our secure electronic key register and on your account. We will then courier the item/s to the relevant third party, which will only use them for the purposes outlined above. For further information on our key / security item procedures email energy@pioneerenergy.co.nz or phone: 0508 ENERGY (363-749).

11. Disconnection

11.1 We may disconnect the electricity supply to your Premises in accordance with any relevant regulations or industry standards if:

- (a) we need to ensure people's health and safety or prevent damage to property
- (b) you breach any material obligation under this Agreement, including not paying any invoiced and undisputed amount owing under this Agreement on time. However, before disconnecting you for breach, we will notify you of what you need to do to fix the breach and give you at least one week to fix the breach. The notification will be sent to the contact address (physical or electronic) provided between 7 and 14 days prior to disconnection (provided that notice need not be given if we and you have entered into a payment arrangement, and you default on that arrangement within a shorter period of time). If you do not fix the breach, then a final notice that outlines what you need to do to prevent disconnection will be given at least 24 hours before we disconnect you:
- (c) we reasonably believe that the Meter, lines or fittings on your property have been tampered with
- (d) we cannot get access to your Premises and property for the purposes of this Agreement for more than three months
- (e) you have asked for your supply to be disconnected
- (f) this Agreement ends and is not replaced by any subsequent agreement; or
- (g) the Lines Company requires the supply to be disconnected under its agreement with you or with us or our agreement with the Lines Company ends.

11.2 We will not disconnect you for non-payment of an invoice for an estimated amount, unless it is fair and reasonable to do so.

11.3 We will only disconnect supply for non-payment if:

- (a) the non-payment relates to an invoiced amount (including a bond that you are required to pay), and
- (b) the reason for non-payment is not the subject of dispute resolution proceedings.

11.4 We will only disconnect supply and/or terminate the contract for breach (other than non-payment) if there has been a material or persistent breach of the contract by the consumer that has been clearly established and is not the subject of a dispute resolution proceeding.

11.5 Any notice of disconnection will specify the day on which disconnection will occur, which will not be on a Friday, weekend day, public holiday, or the day before a public holiday in your region.

11.6 If we disconnect your electricity supply, you are still responsible for paying any outstanding debts or other sums as they become due (including costs incurred after disconnection).

11.7 If your electricity supply has been disconnected as above and you want to be reconnected, we may (if we believe it is appropriate in the circumstances) require you to:

- (a) pay all outstanding debts
- (b) pay a bond
- (c) pay a reconnection fee; and/or
- (d) agree to adjusted charges and terms.

If you comply, we will reconnect you as soon as reasonably practicable.

12. Switching Supply and Ending This Agreement

12.1 Unless you are on a fixed term contract (as detailed below), you may terminate this Agreement by:

- (a) switching to another retailer. You will need to arrange supply with that retailer and notify us. We will then switch you according to industry protocols. The termination of the contract will take effect in accordance with the Code as it relates to switching, and we will facilitate the switch. This Agreement remains in force until the switch is completed; or

- (b) requesting to no longer have electricity supplied to your Premises. At least 3 Business Days' notice is required to disconnect your electricity supply. We will cease supply as soon as reasonably practicable after we receive your notice. However, if you do not give us the required notice period, we may continue to charge you for electricity until such notice period has passed.

12.2 If you have agreed to a fixed term contract with us (as specified in your application) in order to obtain special pricing or other benefits, you:

- (a) cannot terminate the Agreement early to switch to another retailer
- (b) can terminate the Agreement if you no longer want to have electricity supplied to your Premises
- (c) can choose to terminate the contract if we make changes to the Terms and Conditions which adversely affect you (Clause 15 - Changes to Charges and Other Terms).

12.3 We may terminate this Agreement:

- (a) immediately if our agreement (or, if you have a direct agreement, then your agreement) with the Lines Company is terminated
- (b) 24 hours after a final warning to you if you breach this Agreement, in accordance with Clause 11.1(b);

12.4 Before the Agreement terminates, we will carry out a final meter read (a charge may apply). Following termination, we will provide a final invoice to your address (unless you notify us of a new forwarding address).

12.5 Clauses of this Agreement that are intended to survive termination shall survive termination, including Clause 5 - Charges and Payment and Clause 16 - Liability.

13. Force Majeure Event

13.1 If either party (we or you) is unable to perform their obligations due to a Force Majeure Event, this agreement will be suspended, without liability, for the duration of the event. Our and your obligations will resume once the Force Majeure event no longer prevents either us or you from doing so.

14. Lines Company Requirements

14.1 We do not own the lines network through which electricity is delivered to you. The Lines Company owns and is responsible for the network.

14.2 You may have an agreement directly with the Lines Company for network services, in which case you must comply with that agreement and this Agreement will only cover the supply of electricity (not the delivery of electricity). In most instances, however, we have an agreement with the Lines Company to provide network services to you. In that case, you:

- (a) must comply with all regulatory requirements and the Lines Company's network connection standards (available from your Lines Company)
- (b) must provide suitable, safe, and secure space for any Lines Company Equipment required
- (c) acknowledge that the Lines Company is not liable to you in relation to the supply of electricity
- (d) must not connect, disconnect, or modify any Equipment to or from the network
- (e) grant the Lines Company safe and unobstructed access to the Premises and facilities as reasonably required by the Lines Company; and
- (f) comply with any other terms imposed by the Lines Company to enable us to supply electricity to you.

14.3 You acknowledge that the Lines Company may interrupt or reduce supply to you:

- (a) to enable it to inspect, maintain or make alterations to the network
- (b) to avoid danger to persons or property or avoid interference with the conveyance of electricity

- (c) to preserve and protect the proper working of the network or the transmission network
- (d) in carrying out load management
- (e) for any other purpose which in the Lines Company's reasonably held opinion is required by good industry practice.

- 14.4 If you do not have your own agreement directly with the lines company (or if they have appointed us as their agent for collection), we will charge you for the network services provided by the Lines Company. This amount is set by the Lines Company.
- 14.5 The terms and conditions included in this Agreement in relation to the Lines Company and/or the network are for the benefit of and enforceable by the Lines Company, its directors, employees, and authorised agents pursuant to the Contracts and Commercial Law Act 2017.

15. Changes to Charges and Other Terms

- 15.1 We may change any term of this Agreement at any time including your charges for electricity (unless you are on a fixed-term pricing plan that states charges will not increase for a specified term).
- 15.2 Where your pricing plan provides for price flexibility with a shorter notice period, we will comply with that period in respect of changes to pricing.
- 15.3 We must give you at least 30 days' notice of any changes to these terms or pricing and provide reasons for the change. We may do this by advertising in a local daily newspaper, posting the change on our website, or contacting you in writing (which may be by email).
- 15.4 If we propose to increase our charges to you by more than 5% (and, in the case of a fee or service charge, the increase is reasonably likely to have a material effect on consumers) then we will notify you individually in writing (which may be by email).
- 15.5 If you are on a fixed term Agreement and the change adversely impacts on you, you have the choice to terminate the Agreement without penalty.
- 15.6 If you request a product or service that involves an additional cost, we will advise you of any additional costs that are known at the time you request the product or service, or, if not known at the time, we will provide an estimate of the cost.

16. Liability

- 16.1 You must pay us or our debt collection agency any costs incurred in recovering amounts owed by you under this Agreement.
- 16.2 If either party (us or you) causes physical damage to your or our property directly by breaching this Agreement or through your or our negligence, and the loss or damage was reasonably foreseeable, the responsible party (we or you) will either pay for the loss or damage, or repair or replace the property (at your or our discretion), up to a maximum of \$10,000 for any single event or series of related events. To the extent permitted by law, neither party will be liable to the other for any other loss or damage (whether due to negligence, breach or otherwise). In particular, we will not be liable for any indirect or consequential losses, loss of profits or the like.
- 16.3 If we receive compensation from a third party (such as the Lines Company) for losses from interruption of supply, we will pass on an appropriate portion of that compensation to you. You may ask for an explanation of how such amount is determined.
- 16.4 If you acquire goods or services (including electricity) from us for personal, domestic, or household use then nothing in this Agreement (including the limitation of liability above) will limit your rights under the Consumer Guarantees Act 1993 (CGA).
- 16.5 Conditions in this Agreement which refer to the Lines Company or Meter Owner are intended to be for the benefit of, and are enforceable by, the Lines Company and/or the Meter Owner (as applicable) under the Contracts and Commercial Law Act 2017.

17. Assignment and Transfer

- 17.1 You cannot transfer your rights and/or obligations under this Agreement to any other person.
- 17.2 We may at any time transfer or assign all or any of our rights and obligations under this Agreement. We will notify you if we do this as soon as reasonably practicable. We will advise you how you can contact the company that the contract is being transferred to and when the transfer will take effect.
- 17.3 We may sub-contract or delegate the performance of any of our obligations under this Agreement.
- 17.4 If for any reason we have or are likely to have a receiver, liquidator or other similar officer appointed we will take reasonable steps to ensure that your electricity supply is not affected.
- 17.5 You agree that, if we commit an Event of Default, the Electricity Authority may assign our rights and obligations under this Agreement to another electricity retailer ("**Recipient Retailer**"). The terms of this Agreement on assignment under this clause will be amended to:
 - (a) the standard terms that the Recipient Retailer would normally have offered you immediately before the Event of Default occurred; or
 - (b) such other terms that are more advantageous to you than the Recipient Retailer's standard terms, as the Recipient Retailer and the Electricity Authority agree; and
 - (c) include a minimum term in respect of which you must pay an amount for cancelling the Agreement before the expiry of the minimum term.

18. Medically Dependent and Vulnerable Customers

- 18.1 You must notify us if you are, or believe you may be, a Medically Dependent or Vulnerable Customer.
- 18.2 If you notify us that you are Medically Dependent or Vulnerable Customer, you authorise us to collect and disclose any relevant information from or to any health practitioner, Work and Income or other social agency so that we can verify and assess whether or not you are medically dependent or a vulnerable customer.
- 18.3 If you are a Medically Dependent Consumer:
 - (a) You will need to provide us with a Notice of Potential Medically Dependent Consumer Status Form, which your health practitioner can give you.
 - (b) We will comply with Electricity Authority's 'Guidelines on arrangements to assist medically dependent consumers' (www.ea.govt.nz).
 - (c) You acknowledge that we cannot guarantee the supply of electricity at all times. Therefore, you need to take responsibility for ensuring that you have an emergency response plan in place to respond to any electricity outage. Such as ensuring that a stand-by battery is always fully charged, relocating to a friend's or family member's premises which has electricity at that point in time, or even calling an ambulance to be taken to hospital.
- 18.4 If you are a Vulnerable Consumer:
 - (a) You must disclose any private or personal information that may be relevant to any disconnection decision. This includes information on any change to your vulnerable status over time
 - (b) We will comply with the Electricity Authority's 'Guidelines on arrangements to assist vulnerable consumers' (www.ea.govt.nz).
 - (c) You must note that you are responsible for your actions. We and Work and Income are not responsible for, nor required to monitor, your choices.

19. Further Clauses

- 19.1 No waiver of any breach or failure to enforce any rights by either party will prevent or limit that party's right to enforce this Agreement.

- 19.2 If any provision of this Agreement is held by a Court to be invalid, void, illegal or unenforceable, then the remaining provisions of this Agreement will remain in full force and effect and be construed so as to best affect the intention of the parties.
- 19.3 Clauses 3.2(e) and 17.5 confer a benefit on, and are intended to be enforceable by, the Electricity Authority for the purposes of the Contracts and Commercial Law Act 2017. The parties cannot amend or discharge the benefit of Clauses 3.2(e) and 17.5 without the consent of the Electricity Authority.

20. Notices and Communication

- 20.1 If you need to give notice to us under this Agreement, you must do so in writing by:
- (a) post to:
Pioneer Energy Limited
P O Box 275
Alexandra 9340
- (b) by email: energy@pioneerenergy.co.nz
- 20.2 If you want to contact us (other than by notice required under this Agreement) you may write, email or telephone 0508 ENERGY (363-749).
- 20.3 If we send a notice to your mailing address (as recorded in your application form or otherwise advised to us) then that notice will be deemed to have been received by you 3 Business Days after being posted.

21. Definitions and Interpretation

- 21.1 Words in this Agreement have the meaning set out below, unless specified otherwise:
- Billing Period** means, in relation to an invoice, the previous calendar month.
- Business Day** means any day except a weekend or a public holiday.
- Code** means the Electricity Industry Participation Code 2010, as amended from time to time.
- Due Date** means the date specified in your invoice as the date by which payment is required to be made.
- Equipment** means all items used to supply you with electricity, such as meters, transformers, switches, relays, fuses, and wiring.
- Event of Default** has the meaning given to it in clause 14.55 of the Code.
- Faults** means interruptions to electricity supply.
- Force Majeure Event** means an event or circumstance that is beyond our or your reasonable control, and which prevents the substantial performance of our or your obligations under this Agreement. It includes floods, earthquakes or other Acts of God, civil commotion, malicious damage, industrial action, significant grid or network or generator failure, motor vehicle and other accidents and acts or omissions of you, the Lines Company or Meter Owner (if that is not us) and any defect or abnormal condition in the Premises.
- Lines Company** means the owner of the local lines network to which your property is connected. Your Lines Company will usually be specified on your invoice. If not, you can visit the Electricity Network Association website:
www.ena.org.nz/lines-company-map/
or contact us and we will tell you who your Lines Company is.
- Medically Dependent Customer** means a domestic consumer who is dependent on mains electricity for critical medical support, such that loss of electricity may result in loss of life or serious harm.
- Meter** means a meter and associated equipment used for the measurement, storage and/or communication of

electricity usage information, and may include load and meter control devices.

Meter Owner means the person that owns the Meter situated on your Premises.

Point of Connection or **ICP** means the point or points at which your Premises connect to a circuit breaker, switch, fuse, or other isolating device on the Lines Company's network. This is usually at the meter point. If you don't know where your Point of Connection is please contact your Lines Company.

Premises means your premises to which electricity is supplied (or intended to be supplied), as specified in your application form or as otherwise agreed in writing with us.

Vulnerable Customer means a domestic consumer who:

- (a) for reasons of age, health or disability, the disconnection of electricity to that domestic consumer presents a clear threat to the health or wellbeing of that domestic consumer; and/or
- (a) it is genuinely difficult for the domestic consumer to pay his or her electricity bills because of severe financial insecurity (including low income), whether temporary or permanent.

We, us, or our means Pioneer Energy Limited and includes its officers, employees and (when acting on our behalf or with authority from us): its, contractors or agents, the Lines Company, the Meter Owner, the meter reader and any of their employees, contractors, or agents.

You or your means you, the Customer.

- 21.2 References to parties are references to the Customer and Pioneer Energy together with their successors and permitted assigns. References to a statute or regulation means reference to that statute or regulation as amended or replaced. The singular includes the plural and vice versa.