

# Terms and Conditions

Effective from: 6 June 2019

Please read the following terms and conditions carefully before ordering goods or services from Comtricity Limited ("Comtricity").

Upon sign-up you will be required to check a box to record your acceptance of these terms and conditions and they shall apply to the goods and services purchased from Comtricity.

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## Becoming a Comtricity Customer

You can only apply to become a Comtricity customer by completing an online application form as either directed from the Comtricity or our community partner websites.

An agreement is formed, and these terms and conditions apply when Comtricity accepts, at its sole discretion, your application and first begins to supply products or services to you. From this date onwards you will be liable for all charges associated with the products and services provided. If you receive goods or services from Comtricity for the purposes of a business, you agree that the Consumer Guarantees Act 1993 will not apply.

If you move into a property Comtricity is already supplying and do not make an application to become a customer, or your application is declined for any reason, the energy supply to your property will be disconnected and Comtricity may seek to recover charges for the goods and services provided to you while you occupied the property.

Comtricity may change these terms and conditions at any time and will provide at least 30 days' notice of any changes including price changes.

Comtricity will send notices to you using the email you have provided to us, via the Comtricity customer portal or other mutually agreed messaging service e.g. text message. Notices are deemed to be received the day after they are sent.

## Comtricity Responsibilities

Comtricity will:

1. Supply you with products and services in accordance with this Agreement, other legal obligations relating to the supply of energy and communications services, and good industry practice.
2. Supply a safe and reliable service (but with no guarantee of an uninterrupted supply).
3. Provide a 24-hour service to respond to supply issues e.g. electricity faults and any relevant updates on supply interruptions.

Comtricity is not required to perform its responsibilities under this Agreement if an event has occurred which is beyond our reasonable control and to the extent such event prevents or delays us from carrying out those responsibilities.

Your energy supply (or the supply to controlled appliances such as hot water cylinders) may be interrupted or reduced, or any meter temporarily disconnected for reasons such as:

1. emergency or load management reasons (in which case interruption may occur without prior notice);
2. maintenance or testing of, or for repairs or alterations to, equipment or the network;
3. health and safety reasons, or to avoid danger to persons or damage to property;
4. to upgrade or protect your or another person's energy supply, or to connect another person to the network;
5. by, or on the instructions of, the network or transmission company;
6. on the instructions of the Electricity Authority or other regulatory authority; or
7. for any event beyond our control or the reasonable control of the network company.

Comtricity will arrange, with the relevant network provider, the delivery of energy to your connection with the network. The exact location of your connection can be found out by asking your network provider.

## Customer Obligations

You must:

1. Comply with these terms and conditions.
2. Provide correct, complete and current information to Comtricity.
3. Make all payments due to Comtricity on time.
4. Use electricity, LPG and Natural Gas, if provided, safely.
5. Not tamper or interfere with any metering or other equipment at your property or allow anyone else to do so.
6. Allow Comtricity meter(s) at your property.
7. Advise us, the metering or network company immediately if you notice or suspect any damage to or fault with the metering or other equipment at your property. Their contact details are available from the Comtricity website.
8. Notify us if you or someone living at your property has critical medical equipment that relies upon electricity or is considered a vulnerable consumer. A check box should be checked during sign-up process if this is the case. You can amend your vulnerability status at any time using

the check box available in your customer details area of the online customer management portal.

9. Let Comtricity know if you plan to significantly increase your energy use or generate your own electricity and inject it back into the network.
10. If required by Comtricity, allow meter readers to enter your property to read the meter at any time during normal working hours or at any other time arranged with you.
11. Allow Comtricity representatives to enter your property to inspect, repair, install, replace, test or remove any equipment, at any time arranged for such purpose (unless there is an emergency requiring urgent action).
12. Maintain and repair your electricity and/or gas lines, pipes and cables from the point of supply, the meter box or board itself, and any electrical or gas appliances and equipment at your property.
13. Comply with your obligations under the Electricity (Hazards from Trees) Regulations 2003.

## Pricing, Billing and Payment

Details of our pricing for energy supply and other services and our associated transaction fees are set out on the Comtricity website.

Prices may change from time to time. Comtricity will provide at least 30 days' notice of any price increase via email and the Comtricity Website. If you join Comtricity less than 30 days before a notified price increase is due to take effect, you will not receive 30 days' notice of the impending price increase.

The payment cycle for all goods and services provided by Comtricity is weekly. You agree to provide and maintain a valid bank account via your online payment management portal, with enough funds to cover your payment obligations. Failure to maintain a bank account with enough funds may result in Comtricity suspending all goods or services before additional costs are incurred.

Comtricity will issue invoices on a weekly cycle for the energy and any other services supplied. Invoices will be sent to your email address, and accessible via the online customer portal. The invoices will itemise the quantity and price of energy over the billing period (or estimated to have been supplied, which will be clearly recorded), any further fees and the price of any other products or services supplied, your identifier number(s) of all installation control points at the property. The invoices will state the due date for payment, which will be no less than two business days from the date of the invoice. Payment due will be direct debited from your nominated account on the due date.

You may change your bank account, using the online customer portal, at any time prior to the payment due date. Changes made near the due date may not take effect until after the processing time on the current payment due.

You agree to:

1. authorise Comtricity or its agent to debit your nominated account for all amounts owed;
2. ensure your nominated account has clear and accessible funds to cover all payments due at the time for payment;
3. always make full payment of the invoice amount. If you have a dispute, you must advise us immediately, and still pay the undisputed portion of your invoice.

You further agree that if payment from your nominated account is dishonoured, cancelled or refused, or you do not otherwise pay for any amount which is due under this Agreement, Comtricity can:

1. charge you its costs in collecting the amount owed, including bank fees, debt collection fees, legal and court fees, and;
2. disconnect or remove the energy supply to any property supplied under this Agreement and charge you fees for disconnection, removal and reconnection.
3. disconnect or suspend any other services provided to you under this agreement e.g. Broadband.

In the case of an error that results in an incorrect amount being charged to you, as soon as reasonably practicable after becoming aware of such error, we will notify you and, if the error was made by us, promptly credit your nominated account for any amount that you have been overcharged, or (after taking into account whether you or Comtricity contributed to the error or could reasonably be expected to know of the error), invoice you for any amount that you have been undercharged.

## Metering and Readings

The energy and other services supplied to you will be metered or otherwise quantified.

Comtricity will periodically read the meter(s) or otherwise quantify, including by reasonable estimation, the quantity of good and services provided to you. Where meter(s) exists but were not able to be read for any reason, or some or all usage data is missing from any meter read obtained, Comtricity may estimate the amount of energy supplied or other services delivered to your property until such time as the meter can be remotely or physically read.

You must advise Comtricity if you suspect the meter(s) at your property is inaccurately recording the amount of energy you are using. You may request Comtricity to test a meter(s) (or if Comtricity decides to test it), and it is found to not be within the industry standards of accuracy, Comtricity will estimate what your actual energy usage should have been and debit or credit your account accordingly. A fee will apply to any requests for metering testing where the meter is found to be accurate.

If at any time it appears to Comtricity that the meter at your property has been interfered with (including preventing or restricting communication with the meter), Comtricity may:

1. require you to pay all costs associated with Comtricity remedying the issue including repairing or replacing damaged metering equipment; and/or
2. require you to pay the estimated cost of any energy lost as a result of the interference.
3. may disconnect and otherwise stop supplying any or all goods or services provided to you.

Comtricity or the metering company will retain all ownership rights in any meter and metering equipment at your property. You may not provide or install your own meter.

## Ending your supply

If you decide to switch to another energy retailer or service provider, that retailer will advise Comtricity so that we can jointly undertake the switching/transfer process. You will remain a Comtricity customer until the switching/transfer process is completed and you will need to pay Comtricity for all energy and other service supplied to your property and any other charges incurred before the switch/transfer is completed and your account finalised.

If you intend to move out of your property, you need to access the Comtricity customer portal and complete a move out request. You must give at least 48 hours' notice. The cost for energy or other services supplied to your property up to the date we disconnect you or removed surplus goods in the case of LPG bottles, will be included in your next invoice.

If you move out of your property, you will remain liable for all energy and other services supplied to the property until either:

1. 48 hours after you advise of your wish to disconnect the energy and other goods or services supplied to your property using the Comtricity online customer portal; or
2. the new occupier becomes a Comtricity customer or customer of another retailer for energy and other goods or services supplied to the property.

Comtricity may disconnect the energy or other services supplied to your property, remove goods in the case of LPG, and end this Agreement, if any of the following occur:

1. You do not pay any undisputed amounts owed to Comtricity by the payment due date.
2. You do not meet your obligations under a material term of this Agreement or have persistently failed to meet your obligations under any other term of this Agreement. Where such breach is possible of being remedied by you, Comtricity will provide the opportunity for you to meet your obligations or remedy the breach.
3. You move into a property supplied by Comtricity and you do not open an account with Comtricity or another retailer, or are not accepted as an Comtricity customer.
4. It appears you have removed or tampered with the transmitting function from your meter, or you cause or allow someone else to cause any other loss or damage to Comtricity, the network operator or meter owner.
5. You knowingly take advantage of metering equipment that is inaccurate or not operating correctly.
6. You ask to have your supply disconnected, either permanently or temporarily for safety reasons. In such case Comtricity will disconnect the supply as soon as reasonably practicable and when it is safe to do so. Some services will incur additional fees.
7. The Network company requires Comtricity to disconnect the supply under any agreement with them or our agreement with the network company comes to an end.

Comtricity will provide notice of any proposed disconnection or cancellation of goods or service. Comtricity reserves the right to refuse to reconnect the energy supply or other goods and services to your property if it has been disconnected or Comtricity has stopping supplying goods or services for any of the reasons referred to in this Agreement.

If Comtricity commits an "event of default" as defined under the Code, the Electricity Authority can require Comtricity to provide it with information about you and can also:

1. transfer that information and all or any part of our rights and responsibilities under this Agreement to another electricity retailer; and
2. amend this Agreement to be consistent with the standard contract that the new retailer would normally have offered you immediately before we committed the event of default; and
3. amend this Agreement to include a minimum term, so that you must stay supplied by the new retailer for that term unless you pay a cancellation fee.

Where Comtricity already has an agreement in place with another electricity retailer, Comtricity may transfer your information and all or any part of our rights and responsibilities under this Agreement to that electricity retailer to expedite the transfer process and ensure the continued supply of electricity to your property.

### Access to meter and equipment

You must provide Comtricity and the network company with safe, unobstructed and easy access to and over your property, including the interior and exterior of any buildings and any land where any equipment is located, when we reasonably require access:

1. to inspect or take readings from the meters or to verify any metering information;
2. to install, connect or disconnect, test, inspect, maintain, repair, replace, operate, move or remove meters or other equipment;
3. to connect or disconnect your connection point;
4. to restore electricity following an unplanned outage;
5. to investigate the cause of any interference to electricity supply;
6. to protect, or to prevent damage or danger to, people or property;
7. to disconnect the electricity supply;
8. to install or maintain a load control device; and/or
9. for any other reason relating to electricity supply or electricity network services provided by Comtricity or the network company.

Except in an emergency or for routine situations (for example, reading or inspecting a meter on the outside of a building), Comtricity will give you notice of when and why access is required. Comtricity will provide a reasonable period of notice where there is a need to inspect or operate any equipment, and at least 10 business days' notice if there is a need to construct, upgrade, repair or maintain any equipment.

If Comtricity or the network company need to access your property in an emergency, you agree that reasonable steps to gain access to your property may be undertaken without your permission and without prior notice.

When visiting your property, Comtricity representatives will:

1. take reasonable steps to minimise direct impacts on your property or any inconvenience to you and take into account and comply with your reasonable requirements;
2. carry identification that they will show to you (if requested) and identify themselves to you before entering your property.

If you do not provide safe, unobstructed and easy access to your property:

1. when required by the network company, the network company may disconnect your energy supply and reclaim its equipment; or
2. when required by Comtricity, and the access issues are continual, we may disconnect the energy supply to your property.

## Information and privacy

The information you provide to Comtricity must be current, complete and correct. You must advise Comtricity as soon as possible if any information previously provided changes.

Comtricity may collect, use and disclose your personal information for a number of purposes, as set out in its Privacy Statement on our website. You acknowledge and agree to the terms of our Privacy Statement.

## Customer Donations

Comtricity donations are a weekly payment made to certain charities, schools and community group at Comtricity's sole discretion. Amounts will be apportioned in accordance with the nominations by our customers. Comtricity reserves the right to vary or cancel payments at any time and for any reason without notice.

In addition, Comtricity customers can also donate additional amounts to an individual or organisation of their choice. The recipient customer will receive a credit on their account. You can amend or cancel your donations to other customers via your online account management area. If an amendment or cancellations is made within 24 hours of your invoice date your amendment may not take place until your next invoice date.

A donation payment will not be reversed, and any funds you have donated to others will not be refunded to you.

You acknowledge and agree that unless you choose to remain anonymous, via the settings in the online customer portal, your name will be disclosed to the recipients.

While you maintain a Comtricity account, you agree that other customers may donate to you. You further agree to your account name being displayed in the donation pages of the Comtricity website, as well as the total donations you have received (as a proportion of your electricity costs).



Donated amounts are not refundable nor redeemable for cash. For the avoidance of doubt, should you close your account with an accumulated donation balance you will not be refunded any accumulated, unused balance. Comtricity will apply the balance for any purpose that it deems will benefit the community of customers.

If you are donating to with a Charitable Trust, the amount you donate is not a tax-deductible payment. Comtricity does not give any accounting, taxation or financial advice in relation to donations and recommends that customers donating (whether giving or receiving) take steps to understand and inform themselves any accounting, taxation or financial consequences of the donations. If necessary, customers should consult with their own adviser(s).

## Vulnerable and Medically Dependant Customers

If you have told us, you or someone else who lives at your property:

1. Has health issues meaning there is a real and genuine threat to health or wellbeing due to age, health or disability;
2. Due to a critical medical condition has medical equipment that relies on the supply of electricity to keep it operating properly;
3. Are financially vulnerable meaning that you experience temporary or permanent financial hardship that makes it genuinely difficult for you to pay for the electricity we supply to your property.

Comtricity may require verification of medical dependency on equipment by a suitably qualified health practitioner and re-verify that status from time to time.

If Comtricity forms an honest belief that you are a vulnerable customer and your supply is at risk of disconnection and we have provided you with all reasonable assistance and you have still failed to make payments, you agree Comtricity may consult with Work and Income, District Health Boards, private health providers or any charity or other social agency or service provider as necessary for the purpose of providing additional support or assistance in making payments to Comtricity. This may include but does not create any obligation on Comtricity to do so, seeking and arranging donations from other customers on your behalf.

## Disconnection, cancellation of the supply of other goods and services

In the event of non-payment and/or material and/or persistent breach of this Agreement, Comtricity will contact you using your registered email or other mutually agreed message service. The notice provided will provide clear instructions on how to make payment to Comtricity and avoid disconnection and/or cancellation of the supply or other goods and services from Comtricity. In the event payment remains outstanding following earlier notice(s), Comtricity will provide a final disconnection notice at least 24 hours before the planned disconnection occurs. A final notice is provided solely for the purpose of advising that disconnection has been scheduled and payment made after its receipt will generally not be processed in time to prevent the scheduled disconnection.

## Network company requirements

The network company owns and is responsible for the energy network including monitoring and maintaining the Equipment used to provide network services. As a customer on your local network, you must:

1. ensure any Equipment installed on your property meets all legal and industry requirements, Industry Codes and Standards and the network company's standards (including safety and technical requirements);
2. provide suitable space for the safe and secure storage of any of the network company's Equipment;
3. to protect and not interfere with the network company's Equipment;
4. not to interconnect the electricity supplies from two or more separate connections;

5. not to modify, connect or disconnect any equipment to or from the network;
6. not to inject or attempt to inject any electricity into the electricity network without first telling the network company; and
7. not to use the electricity network to send or receive any signal or communication.
8. You agree that the network company may perform a temporary disconnection of your electricity supply in certain circumstances and the network company may not provide notice.
9. The network company may charge you directly for electricity network services, or we will do so.

If you enter into an agreement with a third party to control your energy load you must ensure that:

1. the load is not already controlled by the network company;
2. the third party does not interfere with or damage the network company's or our load control systems (if any damage occurs you must promptly fix the damage at your own cost);
3. the third party makes the load available to the network company to enable it to fulfil any performance obligations it has as an asset owner (in respect of managing system security in accordance with the Code) and to meet any applicable service standards for distribution services; and
4. the third party has first entered into an agreement with the network company which sets out the protocols for the use of the load.

Any direct loss or damage suffered by the network company which is caused or contributed to by your fraud, dishonesty or wilful breach of this Agreement (or by anyone associated with you), you will be liable to make good that loss or damage.

You acknowledge that, to the fullest extent permitted by law:

1. any liability the network company may have to you in contract, tort (including negligence) or otherwise in relation to the supply or non-supply of electricity to you is excluded;
2. any liability the network company may have to you which cannot be excluded is limited to \$15,000 per connection per event; and
3. the total amount payable by the network company to Comtricity and other electricity retailers for any single event is limited to \$2,000,000 (GST. exclusive), apportioned between Comtricity and other electricity retailers.

At times the network company will need work on its networks which may affect the supply of electricity to you. Comtricity will give you at least four business days' notice of any planned interruption unless prior agreed otherwise, or if the work is urgent. For urgent work, Comtricity will give as much notice as we reasonably can.

You acknowledge that any guarantee which may be imposed on the network company by the Consumer Guarantees Act 1993 is excluded where supply is for the purposes of a business.

The electricity network and any of its Equipment kept on your property is and remains the property of the network company. Nothing in this Agreement gives you or anyone else any rights or interest in the energy network or the network company's equipment.

The terms and conditions included in this Agreement at the request of the network company are for the benefit of and enforceable by and on behalf of the network company pursuant to the Contract and Commercial Law Act 2017 (Contractual privity).

## Network and supply issues

If your supply is interrupted for any reason (other than your default) Comtricity will restore your electricity supply as soon as reasonably practicable. Examples of interruptions are:

1. health and safety reasons.
2. maintenance, testing or repair to the network and equipment.
3. application of load control to minimise risk of failure during high demand periods.

You acknowledge and agree that:



1. surges and spikes are momentary fluctuations in voltage or frequency and may cause damage to any sensitive equipment on your property.
2. there is no guarantee that the supply of electricity to your property will be free from defects or interruptions; and
3. Comtricity is not responsible for any damage that results from electricity supply fluctuation.

Comtricity recommends the use of surge protection to protect your appliances and holding enough insurance cover for damage that may result from fluctuations in frequency, voltage and problems with the electricity supply.

Where Comtricity receives compensation for losses that result from an interruption to electricity supply, we will pass on an appropriate portion of that compensation to you.

Information about technical requirements relating to electricity supply can be obtained by contacting your network company directly.

### Dispute resolution and complaints

If you have a complaint, you can access our free complaints resolution service via the contact form on the website or email [contact@comtricity.co.nz](mailto:contact@comtricity.co.nz). Comtricity will endeavour to respond to you within 2 business days and to resolve any complaints within 10 business days.

If it takes longer than 10 business days to resolve your complaint, then Comtricity will contact you to let you know why, how much longer it will take, and to discuss your options.

Comtricity is a member of the Utilities Disputes Ltd, who provides the Energy Complaints Scheme, a free and independent complaints resolution service.

If for some reason Comtricity cannot resolve your complaint or problem to your satisfaction within 20 working days, you can take your complaint to the Utilities Disputes Ltd . visit [www.utilitiesdisputes.co.nz](http://www.utilitiesdisputes.co.nz), email [info@utilitiesdisputes.co.nz](mailto:info@utilitiesdisputes.co.nz) or freephone: 0800 22 33 40.

If you dispute the correctness of charges on your invoice, we will not disconnect your electricity supply for non-payment of the disputed portion of your invoice until the matter has been dealt with through our dispute resolution process.

### Liability

If Comtricity damages your property and such damage is reasonably foreseeable, we will pay the costs of repairing the damage or replacing damaged property (at our discretion) to a maximum of \$10,000 for any single event or series of closely related events. However, Comtricity will not be liable to you for any indirect or consequential loss, or loss of profits or business or any similar claims.

Should Comtricity be found to be liable to you for any reason, our total maximum liability under this Agreement is limited to \$10,000 for any single event or series of related events.

If you are liable to Comtricity, the maximum amount you will pay as compensation for our loss is \$10,000 for any single event or series of closely related events, except where the loss is caused by a deliberate or wilful conduct, and in any case does not apply to any energy or service charges.

### Miscellaneous

You cannot transfer any of your rights and obligations under this Agreement to any other person.

Comtricity may transfer all or any part of its rights and obligations under this Agreement. Comtricity will give at least 30 days' notice of this along with details of how you can contact the new retailer and when the transfer will take place.

Comtricity may use agents, contractors or suppliers to carry out activities on its behalf in providing products and services to you, whom Comtricity may change from time to time. Comtricity may also subcontract or delegate its obligations under this Agreement to other people or companies including delegating the collection of payments third party debt recovery agencies.

Any clauses that are intended to have effect after termination continue to have effect.

The clauses related to default under the Code and Comtricity's ability to transfer all or any part of its rights and obligation under this Agreement are also intended for the benefit of and are enforceable by the Electricity Authority under the Contract and Commercial Law Act 2017 (Contractual privity). Neither clause can be amended without the consent of the Electricity Authority.

If it appears that a receiver, liquidator, administrator, or other similar official is likely to be appointed in respect of Comtricity's business, we will take all reasonable steps to ensure that you continue to receive energy or other goods and services supplied to your property.

## Definition of terms in this Agreement

**'Agreement'** means collectively these terms and conditions, your pricing plan (if any), our website terms of use, our privacy policy and any other communications and documents we tell you will form part of the Agreement.

**'Code'** means the Electricity Industry Participation Code 2010.

**'Controlled Load'** refers to your electricity supply to your property, and some supply is to separately wired appliances (most commonly, the hot water cylinder) which Comtricity or lines company can switch off for short periods at times of high demand for electricity (usually referred to as "ripple control").

**'Equipment'** means any meter and other equipment used to measure or record electricity usage, to transmit or convey electricity usage data, or to supply electricity to your Connection Point or any associated equipment (including, without limitation, switches, fuses, transformers, wiring, meter boards and pre-payment meters or devices).

**'Event beyond our control'** in respect of an event means any circumstance not within a party's reasonable control including, without limitation acts of God, war, riot, civil commotion, malicious damage, compliance with any law or government order, rule, regulation or direction, accident, earthquake lightning, storm, flood or other similar event, interference with the network from birds, animals, vegetation, traffic accidents, faults in the network, and other things Comtricity does not have control over.

**'Industry Codes and Standards'** includes all relevant electricity industry codes and standards, rules and protocols.

**'Network'** means the electricity and/or reticulated gas (as the case may be) distribution network to which your point of supply is connected, and includes the network of overhead lines, underground cables and pipelines and other installations and equipment used to distribute electricity or gas.

**'Network company'** means the company or organisation that owns the network, and its agents.

**'Comtricity', 'we', or 'our'** means Comtricity Limited, its agents, successors and assignee's.

**'Point of supply'** means the point at which the network company determines that the network ends and your lines, cables or pipes and fittings and equipment begin. The point of supply for electricity is generally the point where the electricity supply enters the property (i.e. at the boundary), and for the supply of gas is usually at the outlet of the gas meter.

**'Pricing plan'** means the pricing plan you sign up to when electing to become an Comtricity customer, which will include your invoice date, and as may be updated or changed from time to time in the manner described in this Agreement.

**'Goods and Services'** means goods and/or services provided by Comtricity including electricity and/or reticulated natural gas and/or LPG bottled gas and/or broadband.

**'Property'** means the address (including land and buildings) we supply electricity to.

**'Uncontrolled Load'** refers to electricity supply to your property 24/7, all metered at the same rate.