



1 YOUR AGREEMENT WITH US

- 1.1 These Terms and Conditions of energy supply govern the supply of energy and energy related services to our subscribers. The Terms and Conditions detail our responsibilities as a service provider and your responsibilities as a customer. Becoming an Paua to the People customer means that you agree to the Terms and Conditions.
- 1.2 These terms along with your pricing plan will form your agreement with Paua to the People.
- 1.3 Where there are capitalised terms in these Terms and Conditions, it means that they have a particular meaning, which is set out at the end of the Terms and Conditions.
- 1.4 These Terms and Conditions are legally binding on you from the date your subscription is finalised and approved, or from the date you first receive and use energy services supplied by us, whichever is earlier. Where you subscribe to join us before using energy supplied by Paua to the People, we will commence supplying energy services to you as soon as possible following our acceptance of your application. If you have moved to premises and started using energy supplied by Paua to the People, you will still need to contact us to complete the subscriber subscription process. If you do not contact us to become a subscriber, we reserve our rights to disconnect the premises. We may also charge you a service fee for the disconnection process, the cost of any energy consumed, and any other costs we incur as a result of you consuming energy services at the premises as an unauthorised customer.
- 1.5 In addition to these Terms and Conditions, our Agreement with you also includes your pricing plans, any terms and conditions relating to specific energy related services, any payment options, and additional terms and conditions that we have agreed through the subscription process or that you have approved through any Paua to the People applications. Altogether, these form the Agreement between us.
- 1.6 If, at any point during the period you receive energy from us, you are unsure as to which terms apply, you can obtain the most recent version by contacting us.
- 1.7 To avoid adding costs to your bills we do not have an expensive call centre. All communication with Paua to the People is through email at service@pauatothepeople.co.nz.

2 NEW CUSTOMERS

- 2.1 You can become a Paua to the People customer by completing our customer application form on our website or through this application form. You will be required to provide us with evidence of your tenancy or occupation of the premises and, additionally, we may require you to pay a bond.
- 2.2 Once you have submitted your application, we will process it and inform you whether your application has been successful. We may decline your application if you fail to meet our credit, meter and location criteria, or if you provide us with insufficient information to process your application.



- 2.3 In addition, we may impose further terms and conditions as we consider necessary for each application.
- 2.4 If you have more than one customer on the account for your premises, we may consider you to be joint customers. With joint customers, the Agreement will apply to each person jointly and severally.
- 2.5 Once we accept your application and you become an Paua to the People customer, we will endeavour to supply energy services to you as soon as possible, or otherwise at a time agreed between us.

3 COMING TO OUR COMMUNITY FROM SOMEWHERE ELSE

- 3.1 Where you are the existing customer at the premises and you wish to move to Paua to the People from another place, you will need to contact us to become our customer, and you agree that we will:
 - arrange on your behalf to end your current agreements with your existing energy supplier and, if applicable, network operator
 - do all things necessary to arrange supply to your premises as soon as possible, including authorising the existing supplier to release any information held about the supply of energy to your premises, and
 - use the existing supplier's final meter reading (which may have been estimated) for our initial invoice.
 - If your current energy supplier has disconnected your supply and not reconnected it, you will need to contact them to have the energy supply reconnected before we can accept the switch.

4 INFORMATION AND PRIVACY

- 4.1 You need to make sure that the information you provide to us is accurate and up to date, and if your circumstances or any details you have provided to us change, inform us of those changes as soon as possible.
- 4.2 From time to time, we may collect, use and share information with third parties about you including the provision of energy services to you. We may obtain this information prior to you becoming an Paua to the People customer or at any time during our provision of energy services to you. This may include historic meter reading information, credit checks or information obtained by reporting agencies and government agencies.
- 4.3 Any information obtained by us will be kept secure and will be held in accordance with the Privacy Act 1993. At any time, you may request to obtain the information we hold about you, and inform us of any corrections or updates that need to be made.
- 4.4 Under this Agreement, you give us permission to use any information about you for the following purposes:



- confirming your identity;
 - assessing your credit worthiness;
 - supplying energy and other energy related services to you;
 - administering your account;
 - invoicing and billing;
 - customer service improvement; and
 - assessing your demand requirements.
- 4.5 You agree that we may supply your information to the following third parties (including their successors and replacements):
- the network operator;
 - the electricity authority under clause 11.15d of the EPIC and subsequent to another electricity trader as part of a consumers switching activity;
 - the gas industry company;
 - electricity and gas complaints commissioner; and
 - any agent we employ to provide credit and debt recovery services.
- 4.6 Any communications we have with you are retained for the purposes of maintaining accurate records about our customers and may be used for training purposes.
- 4.7 If you have provided us with an alternate contact, we may contact them if you request us to and if you do not respond to a query from us within a reasonable time frame.

5 MOVING HOUSE

- 5.1 You must give us at least three Business Days' notice that you are moving out of your premises. Once you have notified us, we will complete a final meter reading and prepare a final invoice. If you wish, we can continue to supply energy services to you at your new premises, in which case, this Agreement will continue to apply.
- 5.2 Should you fail to provide notice of moving from the property you will be liable for any power until a new customer advises us of occupation.
- 5.3 When you move into your new premises, we will use the existing supplier's final meter reading at your new premises as the initial meter reading at your new premises. This final meter reading may be based on an actual or estimated meter reading.
- 5.4 If the energy supply at your new premises requires reconnection, we can arrange reconnection for you for a fee or, alternatively, you can arrange with the previous supplier of the premises to arrange reconnection.



6 TRANSFERRING OUR RIGHTS AND RESPONSIBILITIES

- 6.1 We may transfer our rights and obligations to you under this Agreement to someone else at any time. If this happens, we will advise you of the entity that we transfer the Agreement to, the contact information for that entity, and when the transfer will occur.
- 6.2 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:
- the standard terms that the Recipient Retailer would normally have offered you immediately before the Event of Default occurred; or
 - 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
 - include a minimum term in respect of which you must pay an amount for cancelling the Agreement before the expiry of the minimum term.

7 MEDICALLY DEPENDENT CONSUMERS

- 7.1 If you believe that you or someone living with you is a medically dependent consumer or a vulnerable consumer, please notify us by providing a Notice of Potential Medically Dependent Consumer Status Form obtained from your healthcare provider. You have an ongoing responsibility as our customer to keep us informed of any changes to such circumstances. Such information may be relevant to any decision we make regarding your supply.
- 7.2 We will comply with the Electricity Authority’s guidelines for medically dependent consumers found here at www.ea.govt.nz/operations.
- 7.3 If we confirm that you are a vulnerable consumer pursuant to the Electricity Authority Guidelines, we will comply with the Electricity Authority’s guidelines for vulnerable consumers as found here at www.ea.govt.nz/operations.

8 OUR OBLIGATIONS TO YOU

- 8.1 As a Paua to the People customer, we will supply you with energy and energy related services in accordance with this Agreement, applicable laws, regulations, good industry practice in New Zealand, and any relevant industry protocols and codes of practice. We will comply with all applicable legal and/or industry requirements relating to energy supply and metering.
- 8.2 We may install, maintain, alter, or replace any energy supply equipment on your premises at any time, and you must pay the costs relating to this.



- 8.3 If you do not own the premises that we are supplying energy to, we will require the owner's permission before we can make any changes to the energy supply equipment on your premises.

9 PROTECTING YOUR SUPPLY EQUIPMENT

- 9.1 You are responsible for any events that occur at your premises regarding energy supply, and you must protect your supply equipment against interference, damage, loss, destruction, seizure and unauthorised tampering.
- 9.2 It is your responsibility to ensure that all energy supply equipment, Metering equipment and appliances installed at your premises comply with all legal requirements, industry standards and regulations, and any installation, alteration or maintenance is done by a qualified person.
- 9.3 We have the right to cease the supply of energy to you if we are not satisfied that your supply and generation equipment, meters and appliances are compliant with all applicable legal requirements, industry standards and regulations.
- 9.4 You must provide us with at least five Business Days' notice, if the energy equipment at your premises may be affected by any work undertaken on your premises.
- 9.5 You must notify us as soon as you become aware of any damage, fault, leakage or impairment to your equipment. Upon notification of any issues with your equipment, we may suspend your supply, or repair or replace any of the energy supply equipment as we see fit. Prior to commencing work on your supply equipment, we will advise you of the cost.
- 9.6 You are responsible for protecting your own equipment, so we recommend that you install adequate surge protection devices to your supply equipment to protect sensitive appliances from planned or unplanned interruptions and consider arranging suitable insurance which covers damage from energy fluctuations.

10 ENERGY SUPPLY AND POINT OF CONNECTION

- 10.1 Point of Connection or ICP is 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.
- 10.2 It is your responsibility to provide safe, secure and access to equipment including retail electricity meters and supply Points of Connections. You must maintain the safety, security and accessibility of the location of the energy supply equipment at all times.
- 10.3 If the location of the energy supply equipment is not secure, safe and accessible, you must provide us with an alternative suitable location at your own cost.



11 LINES COMPANY REQUIREMENTS

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

11.2 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:

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

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

- to enable it to inspect, maintain or make alterations to the network;
- to avoid danger to persons or property or avoid interference with the conveyance of electricity;
- to preserve and protect the proper working of the network or the transmission network;
- in carrying out load management;
- for any other purpose which in the Lines Company's reasonably held opinion is required by good industry practice.

11.4 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.

11.5 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 (Privity) Act 1982.

11.6 You must clear any vegetation, trees or other obstacles that are in the way of the network and energy supply equipment. Your rights and obligations to keep the lines clear from such obstructions are found in the Electricity (Hazards from Trees) Regulations 2003. If you fail to clear any obstructions, the network operator or we may enter your premises to remove such obstructions.



12 CHANGES IN USE

12.1 You must keep us informed of any anticipated changes that will result in substantial increases to your electricity usage. Such increased energy uses may exceed the capacity of your existing energy supply equipment and you may require an upgrade.

13 UNPLANNED SUPPLY INTERRUPTIONS

13.1 Although we will use our best endeavours to provide a continuous supply of energy to you, our supply may at times be subject to an interruption. This includes in the following situations:

- natural events including but not limited to fire, earthquake, lightning, or weather events;
- industrial activity and construction;
- if we consider an interruption is necessary to avoid damage to the network and to ensure the safety and security of energy supply to our customers; and
- if required by law.

13.2 You may not be given any notice of interruption in urgent unforeseeable circumstances. However, where it is reasonable for us to notify you prior to an urgent power outage we will make every attempt to do so, and we will endeavour to restore your supply as soon as it is reasonably practicable.

13.3 We will not be able to give you prior notice of any unplanned outages. We will liaise with the network operator and endeavour to restore your supply as soon as reasonably practicable after any unplanned outage.

13.4 If we have, or are likely to have, a receiver, liquidator, administrator, or similar officer appointed over us, or any of our assets, we will take all reasonable steps to ensure that you receive continuity of your supply.

14 PLANNED SUPPLY INTERRUPTION

14.1 We may need to interrupt your supply of energy in the course of inspecting, maintaining, repairing or upgrading the energy supply equipment and or network at any time, and as we see necessary.

14.2 We will provide you with at least four Business Days' notice of any planned interruptions of energy supply (unless otherwise agreed with you).

15 WHAT SHOULD I DO IF THERE IS A FAULT?

15.1 We operate a 24 hour faults service which allows you to report any outage. To report an outage please text us on 0225438749.



16 METERS AND READINGS

- 16.1 Meter readers installed at your premises will be used to measure your usage. It is your responsibility to inform us of all meters at your premises used for the supply of energy to you.
- 16.2 We will endeavour to read your meter electronically.
- 16.3 If we are unable to read your meter for whatever reason, we will send you an invoice based on an estimate of energy supplied. We will estimate this based on your previous consumption.
- 16.4 You agree that we own all data collected by the meters and, that we may use such data for the purposes of supplying energy to you, matching your generation/supply to other customers, administering your account and all other matters incidental to this.
- 16.5 We will undertake routine inspections of your meter and we may from time to time repair, change, upgrade or downgrade the Metering equipment at your premises as we see necessary. If an inspection of the meter reveals it is faulty or inaccurate, we will replace or repair it and debit or credit your account to the value of the error in its previous readings for which you have been invoiced. Where a manual meter read is required and there is a charge related to this activity (provided for under our General Charges) then we will invoice you in the next invoice period.
- 16.6 You must not tamper with the meter. If you suspect the meter has been tampered with, you must report this to us immediately. If you cause or allow someone to tamper with the meter and it causes loss or damage to us, we may require you to pay an amount equal to the costs we incur in investigating the damage, any costs of repairing or replacing the affected Metering equipment and the amount of loss suffered by us. Additionally, we may disconnect or suspend the supply of energy to you.

17 ACCESS TO YOUR PREMISES

- 17.1 You agree to provide us and the network operator access to your premises so that we can:
- read the meter;
 - connect, disconnect, restrict or limit your supply;
 - install, replace, repair, upgrade or downgrade your supply equipment;
 - routinely inspect and test your supply equipment;
 - investigate and remedy any issues relating to your supply and energy related services; and
 - enforce this Agreement and comply with the law.
- 17.2 In the event that we or our agents are unable to access your premises in a timely manner then we may be unable to complete any task outlined in 17.1.



17.3 We will ensure that all of our employees, agents or other person accessing your premises on our behalf will:

- identify themselves to you and, if requested, provide you with appropriate identification;
- act courteously, considerately, and professionally at all times;
- with your permission, store any keys or codes to your premises in locked compartments only accessible by authorised employees; and
- comply with your reasonable requirements and take reasonable steps to minimise direct impacts on the property or inconvenience to you in relation to such access.

17.4 We will keep all keys and security codes you give us secure and only use them to fulfil our rights and obligations under these terms and conditions. We will only return your key to you or your authorised person if you are still our customer at the premises. If we no longer need your key to access the energy supply equipment, we will destroy it securely (we will let you know before we do this), or if you are still our customer at the premises and you request it, we will return the key to you.

17.5 You must provide our representatives with safe and unobstructed access to your premises. It is your responsibility to keep your premises safe and free of hazards and inform us of any health and safety issues associated with the premises.

17.6 Unless agreed otherwise, we will access your premises during the following times 8:30am to 5:00pm.

17.7 Before we access your premises, we will notify you of when our representatives intend to access your premises and the reasons why. We will not notify you for routine matters such as meter reading or testing, or when we require access in emergencies.

17.8 Except in routine situations (for example, when reading meters located on the outside of buildings) or emergency situations, we will give you advanced written notice of the time we will be accessing your residence and the reason why we need such access. Where we, or our contractor, need to access your property to undertake construction, upgrade, repair or maintenance work, we will give you at least ten Business Days' notice (unless another time is agreed between us). Where we, or our contractor, need to access your property to inspect or operate any equipment used in, or in connection with, the generation, conversion, transformation or conveyance of electricity, we will provide you with a reasonable amount of notice.

18 SAFETY

18.1 To ensure the safety of you and those around you:

- dial 111 in the event of an emergency;
- call your Local Lines company if you think there is a possibility that your supply could endanger people or property;



- only permit qualified people to undertake work on our supply equipment or appliances on your behalf; and
- contact us before performing any construction, remodelling, demolition or removal of any buildings on your premises that may be connected to any energy supply equipment.

19 CHANGES TO THIS AGREEMENT

19.1 We may make amendments to this Agreement (including, for the avoidance of doubt, any payment options, fees or charges), from time to time.

19.2 We will notify you of any amendments to this Agreement and the reason(s) for such amendments. Such changes will only take effect after providing you with 30 days' prior notice.

19.3 We may notify you of such amendments by any of the following methods:

- putting a notice on our website;
- putting a notice on your weekly invoice; or
- sending you a letter or an email.

19.4 We will communicate any amendments to this Agreement to you personally in writing as soon as possible if we believe that any amendment will have a material impact on the Agreement as it applies to you, or if the fees or charges we charge are increasing by more than 5 percent.

20 YOUR RIGHTS TO DISCONNECTION

20.1 You must provide us with at least three Business Days' written notice if you wish to disconnect your supply from us and / or terminate your agreement with us.

20.2 You will be liable to pay for our supply of energy and all energy related services until your supply is disconnected. If you do not provide us with notice to disconnect your supply, you will continue to be liable for the fees and costs for your account until your premises is disconnected from our network.

20.3 Once you have notified us, we will disconnect your service as soon as practicable following notification and arrange a final meter reading in order to generate a final invoice for payment by you.

21 DISCONNECTING, RESTRICTING OR LIMITING YOUR SUPPLY

21.1 We may disconnect, limit or restrict your supply and all energy supply related services for the following reasons:

- in order to protect the safety of people or premises;



- because you or anyone you have allowed onto the premises have tampered with or damaged the energy supply equipment;
- there is evidence of energy theft;
- the energy supply equipment on your premises does not comply with legal requirements;
- you have not provided us with safe and unobstructed access to your premises;
- you have threatened or intimidated any of our representatives;
- you have unpaid invoices outstanding on your account (which are not subject to dispute resolution proceedings);
- you have not met your responsibilities regarding the energy supply equipment; or
- you have materially breached this Agreement.

21.2 We will only disconnect your supply for non-payment of an invoice based on an estimate if it is fair and reasonable in the circumstances to do so. Where we disconnect you (other than in the case of an emergency situation or for safety reasons), such disconnection will not take place on a Friday, Saturday, Sunday, public holiday or the day before any public holiday in your area.

21.3 If your energy related services are disconnected, limited or restricted, you are still liable to pay the amounts outstanding on your account, which may include disconnection fees.

21.4 Other than when you request the disconnection, or when there is an emergency disconnection, we will give you at least seven days' notice in writing to your nominated electronic address of the disconnection, restriction or limitation, and we will issue you an additional warning 24 hours prior to any disconnection, restriction or limitation.

21.5 Any notice we provide in relation to a proposed disconnection, restriction or limitation will include the following information:

- the address of the premises that the disconnection, restriction or limitation applies to;
- how to avoid disconnection, restriction or limitation and the time within such steps must be taken;
- when we will disconnect, restrict or limit your supply and energy related services;
- the amount of any unpaid invoices and fees under your account, which will be in addition to any further fees incurred as a result of the disconnection, restriction or limitation or your supply; and
- our complaints policy and dispute resolution process.

21.6 Any Disconnection processes will be conducted in accordance with any relevant Regulations or Industry Standards.



22 GETTING RECONNECTED OR REMOVING A RESTRICTION OR LIMITATION ON YOUR SUPPLY

22.1 You may have your supply reconnected or any limitation or restriction removed by:

- giving us notice that you wish to have your supply reconnected or any restrictions and limitations removed;
- paying the total amount outstanding on your account in addition to any fees incurred by disconnection, restriction or limitation, and any charges that have accumulated on your account since the energy supply was disconnected, restricted or limited;
- complying with any reasonable steps we have required from you to remedy any breaches of this Agreement; and
- agreeing to any additional reasonable terms and conditions that we consider necessary, including paying a bond or an increased bond.

22.2 Once we are satisfied that these conditions are met, we will endeavour to reconnect, or remove any limitation or restriction on your supply as soon as practicable.

23 PAYING A BOND

23.1 We may require you to pay a bond in any of the following circumstances:

- where we have reasonable grounds to be concerned about your ability to pay our invoices as they become due;
- where you are unable to establish a satisfactory credit record; and
- where you have had your supply disconnected, restricted or limited previously as a result of non-payment or a breach by you.

23.2 We will provide you written notice detailing the amount of the bond, when the bond must be paid by and why we require it from you. The amount of the bond will be based on your average energy spend and represent at least 30 days usage. The bond will be held in a separate account and will not accrue interest.

23.3 We may use the bond at any time to repay any amounts you may owe to us, and as a result, we may require you to lodge another bond.

23.4 We will repay your bond if you have met all the obligations under your account for a period of 12 months, or if you cease to be our customer, we will refund your bond within one month if all outstanding amounts under your account have been paid.

23.5 We may keep your bond for longer than 12 months if you do not maintain a satisfactory payment record with us.

23.6 We will repay any unused portion of your bond by crediting your account with us or, if you are no longer our customer, we will refund you directly as soon as practicable.



24 FEES AND CHARGES

- 24.1 We will charge you for any energy supply and energy related services provided to you according to our most current rates and fees, which may vary from time to time. You will be charged based on your actual or estimated meter reading determined in accordance with these Terms and Conditions. Please call our customer services team for a copy of our most recent list of rates and fees. You can contact us to check if you are on the right pricing plan for your requirement and you may request a change to your pricing plan. If you request to change your plan and subject to any restrictions, our team will make the change within 5 Business days.
- 24.2 Where your supply is based on the wholesale cost of electricity then we will invoice you based on the cost of wholesale electricity (“Spot”) for every half hour trading period against your consumption for that corresponding trading period.
- 24.3 In some circumstances, the wholesale cost of energy for a half-hour time period(s) may not be finalised before your invoice is due to be generated. In this instance, you will be charged at the interim price for that Half Hour period.
- 24.4 If you request a product or service that involves additional cost(s) or fees, we will advise you of the additional cost(s) or fees that are known at the time of your request. If any cost(s) are not known at that time, we will provide you with an estimate of the likely cost(s).
- 24.5 We will also provide you with written notice of any additional fees you may incur. The notice will include the reasons for the additional fee, the amount, and how you may avoid the additional fee if possible.
- 24.6 We may amend our rates and fees, or the availability of different payment methods from time to time, but any changes will not apply to you until 30 days after we have given you notice. However, no such notice is required in relation to any price changes that are due to you having chosen flexible pricing plan(s) (which may increase or decrease depending on the time and volume of energy consumption).

25 BILLING AND PAYMENT

- 25.1 We will send you a weekly or monthly invoice depending on your billing cycle, for the energy supply and energy related services we provide you. Each invoice will state the following:
- the quantity and rates for all energy supplied based on your actual or estimated meter reading (as relevant);
 - the billing period
 - the name of the local network operator;
 - the identifier number(s) of all installation control points on your property;
 - any fees and charges;



- any taxes and levies; and
- any penalties or other additional charges.

25.2 If your invoice is based on an estimate, this will clearly be shown on your invoice. If you receive an invoice based on an estimate and you wish to provide your own meter reading instead, you must do so within 5 days after the date shown on the invoice. Provided you advise us of a valid meter reading within that time, we will amend your invoice based on this reading. To find how we calculate our estimates please contact us.

25.3 You agree that you will pay all amounts that become owing under your account unless there is a valid dispute about the fees and charges. You must pay each invoice in full (including GST) by direct debit or automatic payment to us by the Due Date.

25.4 Late payment of your invoice may result in a late payment fee of \$15.

25.4 We do not offer a pre-payment option, we can provide you with any such information that we possess at the time of your request.

26 LATE INVOICES

26.1 You must notify us immediately if you do not receive regular invoices from us. You will remain responsible for paying all fees and charges covered by a late invoice. No late fees will be payable on late invoices where you are not the cause of delay.

27 DEBT COLLECTION COSTS

27.1 You agree that under this Agreement, you will be liable for any costs incurred in the process of recovering any fees and charges from you. This includes, but is not limited to, collection costs, legal fees, administration fees and other costs associated with late or non-payment.

28 DISPUTED INVOICES

28.1 You must notify us immediately if you genuinely dispute any amount recorded on your invoice. You must notify us of which amounts you dispute and the reasons why, and we will endeavour to investigate the dispute as soon as reasonably practicable. You must pay any undisputed amounts under the general terms and conditions of your account.

28.2 We will not disconnect your supply for failure to pay amounts that are in dispute that you have notified us for, but you must pay all other amounts that are not in dispute.



29 ACCESS TO REMEDIES

- 29.1 Please contact us immediately if you have a complaint about your supply, energy related services or disputed charges. This can be done by contacting our customer services team at service@pauatothepeople.co.nz.
- 29.2 We will acknowledge your complaint within two Business Days of receipt and use our best endeavours to respond to your complaint as soon as practicable. Where it is necessary, we may refer your complaint to the network operator or the meter owner, and we will inform you if this is required.
- 29.3 We are a member of the Utilities Disputes scheme, which is a free and independent industry complaints body that you may refer your complaint to info@utilitiesdisputes.co.nz or 0800 22 33 40).
- 29.4 If you are unsatisfied with the way your complaint was processed by us, or Utilities Disputes, you may pursue the matter further by contracting the Disputes Tribunal or the court.

30 LIABILITY

- 30.1 All services supplied will comply with the Company's obligations under the Consumer Guarantees Act 1993.
- 30.2 Subject to the maximum limits of liability set out below, any liability of either party under this Agreement whether in contract or tort (including negligence) or otherwise, is limited to direct physical loss or damage to property, premises or goods caused by a breach of this Agreement.
- 30.3 Either party's liability for any event or related series of events will be limited to \$10,000, subject to a maximum of \$50,000 in any one-year period starting from the date of the first event.
- 30.4 Neither party will be liable for:
- events beyond that party's control such as, acts of god, natural disasters, industrial actions, war, extreme energy shortages, any law or government order, terrorism; or
 - any indirect or consequential loss, loss of profits or similar types of losses.
- 30.5 We will not be liable for:
- any loss or damage arising out of any planned or unplanned outages;
 - any loss or damage resulting from the network operator or metering service provider's act or omission;
 - any loss or damage arising from the failure of someone else to supply us with energy or energy of sufficient quality; or



- any loss or damage caused by your failure to switch off any appliances at your premises before reconnection or for any damage to your appliances caused by fluctuation in electricity supply to your premises.

- 30.6 You acknowledge that the network operator will not be liable to you in respect of any warranties, guarantees or obligations imposed on the network operator by the Consumer Guarantees Act 1993 or any other law.
- 30.7 If we receive compensation from a third party for losses resulting from the interruption of your supply, we will pass on a portion of that compensation to you and, if requested, we will provide you with an explanation of how the amount passed on was calculated.
- 30.8 We reserve the right to repair or replace any damaged property, premises or goods up to the same maximum amount stated above, instead of paying cash.
- 30.9 You must provide us with written notification of your claim if you wish us to compensate you for any loss or damage. We will not cover any loss or damage to your property, premises or goods where such notification has not been given.
- 30.10 For the purposes of the Contracts (Privity) Act 1982, the limitations of liability under this Agreement extend to our employees, agents, the network operator and the meter owner.

31 DEFINED TERMS

- 31.1 **Agreement:** means these Terms and Conditions, any pricing plans, any terms and conditions relating to specific energy related services, any payment options, and additional terms and conditions that we have agreed on in writing.
- 31.2 **Business Day:** means any day not including a Saturday or Sunday or a public holiday in New Zealand.
- 31.3 **Energy, energy supply and energy related services:** means electricity, the supply of electricity and all services related to the supply of energy such as renting energy supply equipment, administration, maintenance, meter readings and repairs.
- 31.4 **Energy supply equipment:** means any equipment used to supply electricity at your premises, such as wiring, pipework, fuses, fittings, Metering equipment, switchboard, and any other assets relating to the supply or use of electricity.
- 31.5 **Medically dependent consumer:** means a person who requires electricity for critical medical support, where the loss of electricity may cause serious harm to health or death.
- 31.6 **Metering equipment:** means any meter or associated equipment used to measure and collect energy usage data.
- 31.7 **Network:** means the energy supply equipment owned by the network operator that is used to transport energy to points of supply.
- 31.8 **Network operator:** means an entity that distributes electricity to your premises.
- 31.9 **Premises:** means the property where we agree to supply the energy to you.



31.10 Terms and Conditions: means these terms and conditions of energy supply.

31.11 Vulnerable consumer: means because of your age, health or disability, the disconnection of energy presents a threat to your health and safety, or, you have genuine difficulty paying your invoice because of severe financial insecurity whether it is temporary or permanent.

31.12 We, us, and our: means Paua to the People, and any subsidiary company, and their officers, employees, contractors, agents and assignees.

32.13 You and your: means you, our customer.