



Terms & Conditions

Thank you for joining [PAUA TO THE PEOPLE](#) - the electricity company dedicated to keeping your lights burning and electrical stuff working without breaking the bank. The following terms and conditions are a complete description of the rights and obligations that apply to our supply of electricity to your residential property.

We reserve the right to change part or all of these Terms and Conditions by posting them on our website and emailing you with details at least 30 days before they become into effect.

We also reserve the right to subcontract, transfer or assign all or any of our rights and obligations under this Agreement to a third party at our sole discretion. We agree to notify you of such a transfer or assignment.

Obligations

[PAUA TO THE PEOPLE](#) will supply electricity to your home, bill you accurately and keep our prices super low. You agree to pay your bill in full every week, allow access to your property if required, take care of electricity supply equipment and to inform us of changes to your email address or if you are moving.

Start of Contract

1. Your contract with [PAUA TO THE PEOPLE](#) started from the time you started consuming electricity supplied by [PAUA TO THE PEOPLE](#) or on the date you assumed ownership or tenancy of the property supplied by [PAUA TO THE PEOPLE](#), whichever is first.

Administration of your account

2. Communication with [PAUA TO THE PEOPLE](#)
 - 2.1. At [PAUA TO THE PEOPLE](#) we do not have an expensive contact centre therefore all communication with our customers is done by email. For that reason, we ask that if possible you supply more than one email address. To ensure that we are always able to contact you, you must keep us updated with any changes in your email addresses.
3. Authority
 - 3.1. [PAUA TO THE PEOPLE](#) will accept instructions from our customers only where they are sent from one of the two email addresses we hold on file. It is therefore vital that you keep us up-to-date when you change your email addresses. Supplying a mobile phone number will also allow us to contact you quickly if required.
 - 3.2. You cannot transfer any of your rights and obligations under these terms and conditions to any other person.

4. Your Bill

- 4.1. **PAUA TO THE PEOPLE** will pass on all costs associated with the supply of electricity to your home along with a small fee for our services along with any relevant fees you have incurred. We will inform you by email, with at least 7 days' notice of any changes in our fees.
- 4.2. Every week we will send you an invoice by email for your previous week's electricity consumption. The bill will cover all costs associated with the supply of electricity to your home including the cost of the electricity, getting the electricity to your home, electricity metering costs and our small fee. From time to time we will add and subtract any industry adjustments from the settlement process and these will be allocated based on your household electricity consumption for the relevant period.
- 4.3. You can compare your bill with other providers by going to www.powerswitch.org.nz

Calculating how much electricity you have used

- 4.4. Your meter is a smart meter that communicates automatically with our agent once per day so all your bills will be based on actual meter reads. Occasionally however meters can stop communicating, reads are not captured or are not available at billing date. When this happens we will estimate your bill based on your previous usage patterns. If this is unavailable we will bill you based on an average customer. If necessary, we may send out a meter reader to read your meter.
- 4.5. Finalised estimated data will be treated as if it were actual data.
- 4.6. If an estimate is subsequently found to be incorrect and we have under or over charged you, we will make the correction on a subsequent bill.
- 4.7. If you believe the estimate to be wrong, then you must raise your dispute with us before the date your next invoice falls due.
- 4.8. All meter readings, tests, and associated processes will be done in accordance with relevant New Zealand industry protocols and standards.

Calculating how much to charge you

- 4.9. The price you will pay includes;
 - 4.9.1. The cost to generate your electricity, calculated by your electricity usage multiplied by the relevant price for that period (as determined by the NZ wholesale electricity market).
 - 4.9.2. The costs associated with getting the electricity from the generator to your home, set by your local electricity network. For Simple As this rate is set monthly for the following month.
 - 4.9.3. A prorated proportion of charges from the metering equipment provider to lease the metering equipment on your property and to collect and aggregate data on your electricity consumption.
 - 4.9.4. Associated Electricity Association levies and any other mandatory charges, fees, levies or taxes.
 - 4.9.5. Other charges relevant to the supply of electricity to your home (including disconnection and reconnection charges etc.). We will, wherever possible let you know what these are before you incur them. Where charges relate to services provided by other parties (eg your local distribution network) they will be passed through to you without any mark-up.
 - 4.9.6. A **PAUA TO THE PEOPLE** administration fee
- 4.10. Sometimes final wholesale electricity prices are not available when we bill you. Where this occurs we will use interim prices for your current bill then adjust for any over or under charging on a later bill as soon as prices are finalised.

- 4.11. Prices will have GST added unless otherwise stated.
 - 4.12. For customers on our tariffs which are linked to the wholesale electricity market you should be aware that your prices are not fixed and can vary every 30 minutes. To make customers aware of the risks associated with purchasing electricity at spot market rates the Electricity Authority operates a regime called Stress Testing. You can find out more about this on the Electricity Authority's website www.ea.govt.nz/operations/wholesale/spot-pricing/stress-tests.
5. Payment of your account
 - 5.1. **PAUA TO THE PEOPLE** customers must pay their electricity bill in full every week. If you have any questions about your bill, you must contact us (service@pauatopeople.co.nz) to discuss your account.
 - 5.2. You should also contact us if you will have insufficient funds to pay your bill when it is due. If your payment fails, you will be notified and alternative arrangements will need to be agreed to collect your payment. The customer is responsible for all costs associated with collecting failed payments.
 - 5.3. As PAUA TO THE PEOPLE does not offer pre-paid pricing we can supply a list of companies who offer this pricing for electricity in your area. Contact us on service@pauatopeople.co.nz
 6. Bond
 - 6.1. We may require a bond from you before we will agree to supply your property with electricity. The bond will be used for security in case you default on any payments.
 7. Access to your property
 - 7.1. There may be instances (including where we need to inspect metering equipment or clear trees from power lines) where we or our representatives require access to your property. Where possible notice will be supplied to you but there are some instances (such as to restore electricity to the neighbourhood) where immediate access will be required.
 - 7.2. When access to your premises is required, you must provide us and the Distributor (or our respective agents and subcontractors) with access at any time between 8am and 7pm Monday to Friday, excluding Public Holidays (unless another time is agreed) that is safe and unobstructed, particularly from any dogs or other animals.
 - 7.3. When accessing your property, we and our agents will have appropriate identification and will try to minimize direct impact to your property, and any inconvenience to you.
 - 7.4. If we or the Distributor reasonably believe that there is immediate danger to persons or premises, we or the Distributor (or our respective agents and subcontractors) may take reasonable steps to gain access without your permission.
 - 7.5. If any equipment relating to your electricity supply is located behind a locked door or gate, you will need to arrange for us or the Distributor (or our respective agents and subcontractors) to gain access.
 - 7.6. Failure to allow access to your property could result in disconnection of your electricity supply.
 8. Your Meter
 - 8.1. You are responsible for informing us about your meter. This includes the location, upgrade or repair, removal, damage, broken seal on meter box or main switch board, tampering, fault, no meter display or any other matters directly relating to your meter(s).

- 8.2. We will test any metering equipment that you or we believe to be faulty. If the testing reveals that the meter is not operating within acceptable industry standards and the fault was not caused by you, we will repair or replace it at no cost to you. We will also adjust your account with the value of our assessment of the error in the previous charges from us if the metering equipment has been found to be measuring inaccurately.
 - 8.3. If you request a test of your meter and it is found to be measuring the supply of electricity within accepted industry standards, you will be responsible for the costs associated with testing the meter. We will let you know the cost of testing before undertaking the test.
 - 8.4. You must not tamper with your meter as it is both dangerous and a criminal offense. If your metering equipment does not appear to be reading correctly (for example if the read is unexpectedly low) or looks to have been tampered with you must notify us immediately.
 - 8.5. We may require you to pay for any costs or losses we incur in investigating the interference and for any costs we incur in replacing or repairing any damage to the metering equipment. We may also disconnect your electricity to you, and/or take legal action against you.
 - 8.6. You will be required to pay for the electricity that we estimate you would have used while your metering equipment was not reading correctly.
9. Connection to the Network
- 9.1. You are responsible for the maintenance of all of the equipment between your premises and your connection to the electricity network and must ensure that your premises comply with all statutory and regulatory requirements including the Distributor's Network connection standard Terms and Conditions.
 - 9.2. You must comply with regulations 30 and 93 of the Electricity Regulations 1997 in relation to any work near lines or other electrical equipment and with the Electricity (Hazards from Trees) Regulations 2003 in respect of any trees that you own that are near lines that form part of the Network or near the Grid.
 - 9.3. Contact us or your Distributor if you become aware that any equipment relating to your electricity supply is defective, damaged or causing a hazard.
 - 9.4. You must also ensure that the way you use electricity at your Premises does not interfere with the quality of the electricity supplied to others or interfere with the Network. If it does, you must stop the interference as soon as you become aware of it. You will also be deemed to be in breach of this contract if you have become aware of the interference and did not stop it.
 - 9.5. You must notify us in advance of any significant and foreseeable change in your energy consumption volume or pattern or any change in equipment at your property that may affect your energy supply in a material way.
 - 9.6. More information on electrical safety matters can be found at www.med.govt.nz/energysafety or www.ea.govt.nz.

Consumers Guarantee Act

10. The Consumer Guarantees Act 1993 (CGA) will apply only if you buy electricity or electricity supply services for personal, domestic or household use. Accordingly, it will not apply if you are buying electricity or electricity supply services for use in trade or a manufacturing or production process.
11. The CGA gives you the benefit of various guarantees, including that our electricity is of acceptable quality, is fit for the purposes for which you buy it, and that we will provide our services to you with reasonable care and skill. If we breach any of these guarantees, your rights of redress are set out in the CGA.

Privacy

12. **PAUA TO THE PEOPLE** will hold and use information about you in accordance with the Privacy Act 1993. Under the Privacy Act, you or any other joint customer under this contract may access and request the correction of any of the information we hold about you under this contract. We may use any information we collect and hold about you for any or all of the following purposes:

- To supply your premises with electricity;
- To Bill you;
- To verify your identity when you contact us;
- To conduct credit checks or for the collection of any debts;
- To keep in touch, to promote our services and to keep you informed about our fundraising and other matters concerning the supply of electricity to your premises;
- To meet the requirements of Electricity Governance Regulations & Rules;
- To satisfy the requirements of other parties required for the supply of electricity to your premises;
- To contact any person we are required by law to provide with information about you; and
- In regards to the Electricity and Gas Complaints Commissioner Scheme in connection with any complaint made by you.

Feedback or Complaints

13. Feedback and/or complaints can be sent to service@pauatopeople.co.nz.

13.1. **PAUA TO THE PEOPLE** will respond to all such communications within 2 working days.

13.2. If we are unable to resolve your complaint within 21 days you may refer your complaint to the Utilities Complaints. Their contact details are;

Utilities Disputes

PO Box 5875, Wellington 6140, New Zealand

Freephone 0800 22 33 40 | Freefax 0800 22 33 47 | Freepost 192682

www.utilitiesdisputes.co.nz | www.facebook.com/utilitiesdisputes

Termination of Service

14. Termination of Service by customers

14.1. We do not believe in stopping customers who want to leave so you can terminate your contract with **PAUA TO THE PEOPLE** at any time without penalty.

14.2. Where you received a discount when you joined **PAUA TO THE PEOPLE** you may be required to refund (via your final bill) the discount to **PAUA TO THE PEOPLE** if you leave within 6 months of joining us.

14.3. You must inform us if you are leaving a property at least two business days in advance.

15. Transfer of Consumer Contracts

15.1. Where we are unable to continue to supply your electricity, **PAUA TO THE PEOPLE** may require you to find another retailer to supply you. If this is required, you must choose another retailer and initiate a switch to them within 3 days.

15.2. In the event that we default as defined under the Electricity Industry Participation Code 2010; The Electricity Authority can require us to provide information about you and can;

15.2.1. transfer that information and assign all or any part of our rights and obligations of these terms and conditions to another retailer

- 15.2.2. amend these terms and conditions to be consistent to or more favorable than the standard contract that retailer would normally have offered you immediately before we defaulted
- 15.2.3. amend these terms and conditions to include a minimum term, so that you must remain with the new retailer for that term unless you pay a cancellation fee
- 15.3. Should we have a legal arrangement in place with another electricity retailer, we may perform the tasks in 15.2 in order to expedite the transfer process to the new retailer and ensure the continued supply of electricity to your property.

16. Disconnection for non-payment

- 16.1. You must pay for the electricity supplied to your premises in full, by the due date and failure to do so may result in the disconnection of your premises. You will be liable for all costs incurred in the recovery of overdue accounts, including but not limited to disconnection and reconnection charges, debt recovery charges, late payment penalties and legal fees.
- 16.2. If you are disputing part of the bill, you will still be required to pay the undisputed part of the bill. We recommend that you contact us before your payment is due so that we can get it sorted for you before we take payment. You will not be disconnected if only the disputed amount is outstanding unless we consider the dispute to be frivolous or vexatious.
- 16.3. If you have informed us that electricity is needed for critical medical equipment and have provided sufficient proof of this when we ask we will not disconnect your property for non-payment.

17. Other Disconnections

- 17.1. Residential connections may be disconnected for reasons other than non-payment of an invoice, or a planned or unplanned supply interruption. Your supply may be disconnected for a number of reasons including (but not limited to);
 - For safety.
 - Where there is reasonable evidence of theft.
 - Wilful damage to equipment relating to the supply of electricity.
 - Denying reasonable access to your property.
 - Unauthorised use of lines.
 - Interference with the network.
 - Because no active contracts exist on that address.

18. The Disconnection/Reconnection Process

- 18.1. Except in the case of agreed or emergency disconnections, we will send the following warnings by email. In the event of a bounce back we will send a letter by post or contact by phone or SMS:
 - A warning of disconnection at least 5 days before any disconnection occurs.
 - A final warning 24 hours before the disconnection occurs which will outline the timetable for disconnection.
- 18.2. The warning notices will include information about the reasons for disconnection, how to avoid disconnection and our disputes resolution process.
- 18.3. Our charges relating to disconnections and reconnections are set out in Schedule One – Fees and Charges.

- 18.4. Disconnections will occur on a working day that is not a Friday or the day before a public holiday.

19. Temporary Disconnection Process

- 19.1. Only a qualified person may connect, disconnect, or reconnect your premises to the Network.
- 19.2. If you want your premises to be temporarily disconnected (for example to allow you to carry out building work or maintenance to the premises), you must give us at least 2 Working Days' notice of the date on which you wish to be disconnected and reconnected and pay any costs associated with the temporary disconnection and reconnection. Refer to Schedule One – Fees and Charges.

20. Reconnection Process

- 20.1. Before we reconnect your electricity supply we will require you to have paid in full any amounts owing to us including any fees associated with disconnection and reconnection.
- 20.2. If you are making a new connection or asking for a reconnection after 6 months or more of being disconnected, you will need to obtain the appropriate certification from a licensed electrical inspector or another approved service provider. You must pay all costs associated with this certification.

21. Permanent Disconnection

- 21.1. If you are wanting to permanently disconnect your property you must supply us with notice by email at least 4 working days in advance of the date on which you wish to be disconnected and pay all costs of this service as outlined in Schedule One – Fees and Charges. In some cases, we may require access to your premises.

Interruption of electricity supply to your property

22. Planned Interruptions

- 22.1. Planned interruptions of your electricity will occur from time to time for routine maintenance or to upgrade the supply to your neighbourhood. We will communicate any planned interruptions to your supply including expected duration by email, giving at least 4 days' notice. We will use reasonable endeavours to ensure that any interruption does not continue after its scheduled duration.

23. Unplanned Interruptions

- 23.1. Unexpected interruptions to your supply can happen for various reasons (such as maintaining the safety and security of the network). After learning of an unplanned outage on the Network, we will look to restore your supply as soon as practicable.
- 23.2. If you are experiencing a loss of supply you can [TXT us on 022 543 8749](tel:0225438749) (stating that your power is out and supplying your name and address) OR you can email us on urgent@pauatopeople.co.nz to let us know so that we can get your electricity supply going.

Force Majeure

24. We may be prevented from meeting our performance commitments due to an event outside our control, such as a storm or damage to the electricity network. Following a Force Majeure event, we will keep you informed on progress (via email) and work to resume your electricity supply as soon as possible.

Limit to Liabilities

25. Limit to liabilities

- 25.1. Nothing in this clause shall limit or reduce your rights (if any) under the Consumer Guarantees Act 1993, unless you acquire energy or other goods and services from us for the purpose of a Business, in which case you agree that the Consumer Guarantees Act 1993 will not apply.
- 25.2. If we are liable to you, the maximum amount we will be required to pay to you for damage to your property for any event or related series of events is \$10,000. If you are seeking compensation for damage caused by us or by a third party, you must email us within 21 days of the event.
- 25.3. If you make a claim against a Network company for something it has done or not done, you can only claim from us what we recover from the Network Company, and that is applicable to you.
- 25.4. If we receive compensation from a third party for losses that result from an interruption from your electricity supply, we will pass that onto you.
- 25.5. We will not be liable for loss or damage where it was beyond our reasonable control, or caused by fluctuations or interruptions in the voltage or frequency of the electricity supply. For the avoidance of doubt, [PAUA TO THE PEOPLE](#) is not liable for any economic loss, consequential loss or damage.
- 25.6. Subject to the maximum amounts set out above, any liability we have to you, in contract or tort, is limited to physical damage to property, where it can be shown that we have been negligent and the amount and nature of the damage was reasonably foreseeable.
- 25.7. The limitations of liability set out in this section or elsewhere in this contract extend to our employees, agents, sub-contractors and the Distributor for the purposes of the Contracts (Privacy) Act 1982. The other provisions in this agreement that refer to the Distributor are intended to be for the benefit of, and are enforceable by, the Distributor under the Contracts (Privacy) Act 1982.