

# General Terms and Conditions for Commercial Customers

## 1. Supply of Electricity by Pioneer Energy

- 1.1 These General Terms set out the general terms and conditions on which we will supply, and you will purchase, electricity. They may be supplemented by Customer Specific Terms. In the event of a discrepancy between the General Terms and the Customer Specific Terms, the Customer Specific Terms take precedence. These General Terms and the Customer Specific Terms (if applicable), including any schedules and appendices, form the Agreement between you and us.
- 1.2 Your contract with us starts on the earlier of the date we start supplying electricity to your Premises or you sign an agreement with us. The contract consists of these General Terms and any Customer Specific Terms & Pricing. There may be more than one Pricing Schedule. If there is no Pricing Schedule attached or notified to you, then our standard pricing for customers of your type will apply.
- 1.3 You will not purchase or take supply of electricity to the Premises from any other person for the term of the Agreement.

## 2. Metering

- 2.1 The quantity of electricity we supply you is measured by a Meter. If there is no appropriate Meter at the Premises, then we will arrange for the supply and installation of an appropriate Meter (which we may require to be a time of use meter) and charge you for this.
- 2.2 If we do not supply the Meter, you are responsible for ensuring that the Meter meets relevant industry standards and you hereby indemnify us for all costs, losses, claims and damages and against all proceedings and demands arising from the Meter not meeting industry standards.
- 2.3 You must not interfere or tamper with the Meter or the immediate connections to it. You may be criminally prosecuted for doing so. You must keep the Meter safe. If you become aware of any interference with the Meter you must notify us as soon as reasonably practicable.
- 2.4 We intend to read the Meter at the Premises no less than 6 times per year, provided we have access.
- 2.5 If you think that the Meter is faulty, please notify us. If we test the Meter and find it is inaccurate, we may charge you for this if it is not our Meter. If you ask us to test one of our own Meters, and it is accurate, you may be charged a fee.
- 2.6 If we find that a Meter is producing inaccurate readings, then we will make an adjustment reflecting the value of the error in previous invoices from us. Any adjustment to our record of your electricity usage will be reflected either as a debit or credit in subsequent invoices we issue to you in accordance with Clause 5.
- 2.7 If the adjustment results in you owing us money, you will pay the corrected amount owing to us within 10 Business Days of us advising you of the amount payable (which may be by way of the next invoice).
- 2.8 If you add to, modify, or replace any equipment on your Premises then we may require that the Meter is upgraded. If it is not our Meter you are responsible for doing this. Otherwise, we will be responsible for such upgrade but may charge you for it.
- 2.9 The Meter Owner (if it is not us or you) has no liability (in respect of the supply of electricity) to you under this Agreement. This provision is for the benefit of and enforceable by the Meter Owner pursuant to the Contracts and Commercial Law Act 2017.

## 3. Customer Information

- 3.1 Under this Agreement we will collect, hold, use and disclose certain information about you. If you are an individual, the Privacy Act 1993 applies to that personal information. You authorise us to disclose such information to the Lines Company and Meter Owner for any purpose associated with this Agreement. You must ensure that information is correct, complete and up to date.

- 3.2 We will only collect, use and disclose personal information provided by you for the purposes of this Agreement unless we have your consent or disclosure as required by law (including industry regulations and codes). The purposes of this Agreement include:
  - (a) to enable us to do necessary credit checks
  - (b) to collect outstanding moneys
  - (c) to provide you with information and offers from us.
- 3.3 We may disclose information about you or your account to the Electricity Authority for the purposes of the Electricity Authority assigning our rights and obligations under this Agreement to another electricity retailer as permitted by Clause 17.3 and you agree to the Electricity Authority providing this information about you to another electricity retailer if required under the Code.
- 3.4 We may check the information or collect other information about you (and, if applicable, your directors, shareholders, etc.) from other organisations or people, such as credit agencies and the Lines Company, for business purposes.
- 3.5 We may record our telephone conversations with you. If we do so, the recordings will be kept secure and may be retained for at least one year after which they will be destroyed. While we hold them, you may request access to them, and we will grant you reasonable access.
- 3.6 You can request a copy of all information held by us about you or your account and may request that it is corrected if it is wrong. We will correct it (after investigation if necessary) if we find that it is incorrect.

## 4. Interruptions to Supply (Faults)

- 4.1 We cannot guarantee that electricity supply will be continuous or fault free. If you experience problems with electricity supply, you can telephone us at any time. We provide a 24-hour fault notification service. For Faults contact your local Lines Company or Pioneer Energy on 0508 ENERGY (363-749), 24 hours per day 7 days per week. You can access information relating to faults in your area directly from the Lines Company's website. To find your Lines Company and a link to their website, visit: [www.ena.org.nz/lines-company-map/](http://www.ena.org.nz/lines-company-map/) Information about a supply interruption (both planned and unplanned) will be regularly updated by the Lines Company in accordance with good industry practice in New Zealand.
- 4.2 If there is a planned interruption to supply (for example for maintenance by the Lines Company) we will give notice of the planned interruption, which should be no less than 4 working days unless agreed otherwise with you. Or, if the interruption is urgently required and was not reasonably foreseeable (meaning that 4 working days' notice is not possible) then we will give as much notice of the interruption as possible. The notice will include the likely duration of the interruption and may be given directly or by public notice, advertisement in the local newspaper or radio. If you are impacted by a planned interruption, we will use reasonable endeavours to minimise inconvenience to you and restore electricity to you as soon as reasonably practicable.
- 4.3 If there is an unplanned outage (for example there is damage to power lines due to a weather event or car accident) we will use reasonable endeavours to minimise inconvenience to you and restore electricity to you as soon as reasonably practicable.
- 4.4 If your pricing option allows us or the Lines Company to control the supply of energy to your Equipment, we may temporarily suspend supply without notifying you.

## 5. Charges and Payment

- 5.1 You must pay the Charges for all electricity supplied to your Premises by us, and any third-party charges (which are passed through from those parties to us and on to you and may change without advance notice). We will advise you of such changes as

soon as reasonably practicable (which may be by way of an explanation on your invoice).

5.2 We will calculate the Charges based on an actual Meter reading or an estimate (based on previous consumption if known) of the amount you have consumed over the Billing Period. If we do not know how much electricity was actually supplied to you (for example because of a faulty Meter) then we may estimate the amount of electricity supplied and invoice accordingly.

5.3 We will invoice you for the actual or estimated use of electricity at least once a month. Your invoice will set out the payment due and the following information:

- (a) the amount and cost of the electricity supplied to you
- (b) whether the invoice is based on an estimate
- (c) any other fees and charges applicable to you for electricity
- (d) fees and charges for any other product or service supplied to you
- (e) the GST and any other taxes or levies you have to pay.

Your invoice will include sufficient information to enable you to check the invoiced amount(s) and itemise the relevant information.

5.4 On the invoice, we will include the identifier number or numbers of all installation control points at the Premises and (where the invoice includes charges for both electricity and Line Function Services) the name of the Lines Company.

5.5 We may invoice you more frequently than once a month if we consider unusual circumstances make this appropriate. If we do this, then all references to "Billing Period" and all monthly calculations will be adjusted accordingly.

5.6 If you are likely to incur an additional fee (such as for a special meter read) we will, where possible, give you reasonable advance notice of the amount, the reason for the fee, and explain how you can avoid incurring the fee.

5.7 You will pay each invoice in full by direct debit or automatic payment to us by the Due Date. You may not deduct or set off any amounts from the amount shown on the invoice.

5.8 If any sums are not paid by the Due Date, then you must pay interest on unpaid amounts at the Default Interest Rate. We may also use your bond to settle any amounts owing. We may disconnect or suspend supply for unpaid invoices in accordance with Clause 11.1(b)

5.9 We may take action to recover any overdue amount. Any costs incurred in collecting money owed to us by you including administrative costs, bank fees, credit agency fees, legal expenses and court costs and default interest are payable by you.

5.10 If at any time we find that you have been overcharged, then we will refund you for any overcharge (which may be by a credit against future invoices). Likewise, if we find you have been undercharged, then we may invoice you for the amount undercharged (or add it to your next invoice).

5.11 Charges are exclusive of GST and any other taxes and levies (if any). You must pay GST and any other taxes and levies payable on the Charges, as shown in your invoice.

5.12 Where available and you have the correct meter set up, you may request to change your pricing plan. However, if you are on a fixed-term pricing plan this may not be possible (or may incur charges). If it is practicable to change your pricing plan, we will make this change within the timeframe specified in the Contract, or if it is not specified in the Contract, as soon as reasonably practicable and within two months.

## 6. Paying a Bond

6.1 We may require you to pay a cash bond at the beginning of, or during this Agreement. If we do require a bond, we will give you reasons for this. You will then have up to three weeks to pay the bond.

6.2 The bond will be based on two month's estimated usage. The bond will be held on trust for you. We will not pay interest on the bond.

6.3 We may use your bond to settle any amounts you owe us under this Agreement and have not paid to us on time.

6.4 We will pay the balance of the bond to you if you have paid all invoices on time in full for a period of six continuous months. If we keep your bond for longer than six months, we will tell you why.

6.5 If this Agreement is terminated, we will as soon as practicable pay the balance of the bond back once we have stopped supplying electricity to you and after any money owing is deducted or paid to us.

6.6 When we pay back your bond (less any amounts you owe us) we will do so by crediting your account, sending you a cheque, or paying you by direct credit to your nominated bank account.

## 7. Disputed, Incorrect or Late Invoices

7.1 If you dispute any invoice, then you must advise us before the Due Date with your reasons. You must pay any undisputed amount in full on the Due Date. We will not charge you default interest, or suspend your supply, while there is a genuinely disputed amount and you have paid us any undisputed amount.

7.2 If an invoice dispute is resolved in your favour, we will credit your account. If an invoice dispute is resolved in our favour, we will add the amount to your next invoice, to be paid in full by the invoice due date unless mutually agreed otherwise. If you fail to make payment by the invoice due date, or other mutually agreed date, that amount will be treated as overdue, and interest will be payable at the Default Interest Rate.

7.3 We will not bill you for energy charges that have been undercharged or not charged more than 18 months after the time that the amount should have been included on an invoice except where the undercharge or failure to charge was due to an event that was:

- (a) outside our control; or
- (b) caused or contributed to by the actions or omissions of a third party including, without limitation, the Distributor, or a Metering Provider; or
- (c) not due to our negligence or omission.

7.4 We will promptly notify you of any errors that result in an overcharge and promptly refund or credit any overcharged amount to your account where that error is identified within 18 months of the time the amount should have been charged.

## 8. Complaints

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

- (a) post to:  
The Energy Solutions Manager,  
Pioneer Energy Limited  
P O Box 275  
Alexandra 9340

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

- (c) email: [energy@pioneerenergy.co.nz](mailto:energy@pioneerenergy.co.nz)

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

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

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

- (a) post to:  
Utilities Disputes Commissioner  
PO Box 5875  
Lambton Quay  
Wellington 6145, Freepost 192682
- (b) website: [www.utilitiesdisputes.co.nz](http://www.utilitiesdisputes.co.nz)
- (c) phone: 0800 22 33 40.

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

## 9. Equipment and Safety

- 9.1 You must do the following (at your own cost) in respect of Equipment:
- (a) provide suitable space for the secure housing of any Equipment we decide is needed at the Premises for your supply
  - (b) repair and maintain the Equipment on your Premises if it is not owned or supplied by us
  - (c) ensure that any Equipment not owned by us complies with relevant technical standards and codes of practice
  - (d) protect Equipment on your property from damage and unauthorised interference or removal, not encumber or use the Equipment as security in any way or to make the Equipment a fixture of Premises
  - (e) tell us about any damage to or interference with the Equipment as soon as you become aware of it. If Equipment on your property is damaged or interfered with, we may charge you the estimated cost of any unmeasured supply, the cost of our investigation and the cost of repairing or replacing Equipment
  - (f) not (and not allow anyone else to) interfere with the supply of electricity to you or anyone else; take electricity illegally; without prior written approval connect any generation assets to the network or use electricity or Equipment unsafely. You must ensure that only qualified persons carry out any work on or affecting Equipment or electricity supply.
- 9.2 You must ensure that any trees and vegetation on your property are kept trimmed away from all power lines and other electrical equipment (including meter boxes).
- 9.3 There may be voltage fluctuations which could damage the Equipment or your property. It is your responsibility to install protective devices and to arrange insurance covering damage from such fluctuations or make other arrangements to secure supply and protect equipment. We are not responsible for damage caused to Equipment or appliances, including loss of data, arising from such fluctuations.

## 10. Access to Property

- 10.1 You must provide us with safe and unobstructed access to the Premises so that we can:
- (a) read the Meter
  - (b) install, inspect, work on, replace or remove Equipment
  - (c) investigate any actual or suspected damage to Equipment
  - (d) connect, reconnect, or discontinue the electricity supply to you or third parties
  - (e) investigate the cause of any interference to electricity supply
  - (f) protect or prevent danger or damage to people or property as required for the purposes of this Agreement including compliance with any Lines Company request for access.
- 10.2 We will generally exercise this access between 8.30am – 5.30pm on a weekday but you agree to allow access outside of these hours if the matter is urgent.
- 10.3 Our agents and employees will carry identification, identify themselves to you before entering your property and show identification on request. They will act courteously, considerately, and professionally at all times. You may refuse access if we are not able to show proper identification on request.
- 10.4 We will give you at least 10 Business Days written notice if we need access for construction, upgrade, repair, or maintenance work. We will give you reasonable notice where we need access for other reasons (except for routine situations such as meter reading). The notice will advise why we (or a third party) will be accessing the Premises and when the visit will occur.
- 10.5 When we access your premises, we will:
- (a) take reasonable steps to minimise inconvenience to you and direct impacts on the property

- (b) comply with any reasonable requirements you have notified us about (such as not blocking driveways etc).

- 10.6 If you do not ensure that we have safe and unobstructed access to your property or the Meters or fittings, or if we cannot reasonably access your property and/or read the Meter, we may charge you for any additional costs (including any callout fees) and your supply of electricity may be disconnected, interrupted, or suspended.
- 10.7 If you have an internal Meter, you must make a meter access arrangement with us to enable us to read and maintain the Meter. We may also need a key or other security information for access to your Premises for the reasons set out above. We agree to keep the key, for such access, safe and secure at all times.

## 11. Disconnection

- 11.1 We may disconnect the electricity supply to your Premises in accordance with any relevant regulations or industry standards if:
- (a) we need to ensure people's health and safety or prevent damage to property
  - (b) you breach any material obligation under this Agreement, including not paying any invoiced and undisputed amount owing under this Agreement on time. However before disconnecting you for breach, we will notify you of what you need to do to fix the breach and give you at least one week to fix the breach. The notification will be sent to the contact address (physical or electronic) provided between 7 and 14 days prior to disconnection (provided that notice need not be given if we and you have entered into a payment arrangement, and you default on that arrangement within a shorter period of time). If you do not fix the breach, then a final notice that outlines what you need to do to prevent disconnection will be given at least 24 hours before we disconnect you;
  - (c) we reasonably believe that the Meter, lines or fittings on your property have been tampered with
  - (d) we cannot get access to your Premises and property for the purposes of this Agreement for more than three months
  - (e) you have asked for your supply to be disconnected
  - (f) this Agreement ends and is not replaced by any subsequent agreement; or
  - (g) the Lines Company requires the supply to be disconnected under its agreement with you or with us or our agreement with the Lines Company ends.
- 11.2 We will not disconnect you for non-payment of an invoice for an estimated amount unless it is fair and reasonable to do so.
- 11.3 We will only disconnect supply for non-payment if:
- (a) the non-payment relates to an invoiced amount (including a bond that you are required to pay), and
  - (b) the reason for non-payment is not the subject of dispute resolution proceedings.
- 11.4 We will only disconnect supply and/or terminate the contract for breach (other than non-payment) if there has been a material or persistent breach of the contract by the consumer that has been clearly established and is not the subject of a dispute resolution proceeding.
- 11.5 Any notice of disconnection will specify the day on which disconnection will occur, which will not be on a Friday, weekend day, public holiday, or the day before a public holiday in your region.
- 11.6 If we disconnect your electricity supply, you are still responsible for paying any outstanding debts or other sums as they become due (including costs incurred after disconnection).
- 11.7 If your electricity supply has been disconnected as above and you want to be reconnected, we may require you to:
- (a) pay all outstanding debts
  - (b) pay a bond
  - (c) pay a reconnection fee; and/or
  - (d) agree to adjusted charges and terms.
- If you comply, we will reconnect you as soon as reasonably practicable.

## 12. Switching Supply and Ending This Agreement

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

- (a) by switching to another retailer. You will need to arrange supply with that retailer and notify us. We will then switch you according to industry protocols. The termination of the contract will be affected in accordance with the Code as it relates to switching, and we will facilitate the switch. This Agreement remains in force until the switch is completed; or
- (b) by requesting to no longer have electricity supplied to your Premises. At least 5 Business Days' notice is required to disconnect your electricity supply. We will cease supply as soon as reasonably practicable after we receive your notice. However, if you do not give us the required notice period, we may continue to charge you for electricity until such notice period has passed.
- (c) if we undergo any material change in direct or indirect ownership, management or control which is not to your reasonable satisfaction.

12.2 If you have agreed to a fixed term contract as specified in your Customer Specific Terms in order to obtain special pricing or other benefits, you:

- (a) cannot terminate the Agreement early to switch to another retailer.
- (b) can choose to terminate the contract if we make changes to the Terms and Conditions which adversely affect (Clause 15 - Changes to Charges and Other Terms).
- (c) can choose to terminate if we undergo any material change in direct or indirect ownership, management or control which is not to your reasonable satisfaction.

12.3 We may terminate this Agreement:

- (a) 24 hours after a final warning to you if you breach this Agreement, in accordance with Clause 11.1(b);
- (b) immediately after written notice to you if our assessment of your ability to meet your obligations under this Agreement changes due to:
  - (i) liquidation proceeding or resolution is being passed with respect to you
  - (ii) you have a receiver or manager (or statutory manager) appointed in respect of part or whole of your assets, property or security over your assets is exercised or becomes exercisable
  - (iii) the company is removed from the Register of Companies other than for an act of amalgamation under part xiii of the Companies Act 1993; or
  - (iv) If you undergo any material change in direct or indirect ownership, management or control which is not to our reasonable satisfaction.
- (c) if any of the events or circumstances listed in Clause 12.3(b) above occur in relation to the guarantor and a new guarantor that we are satisfied with is not provided within one month of the event or circumstance occurring.
- (d) by giving you one month's written notice (except if you are on a fixed term contract). If we exercise our right to terminate, you will use all reasonable endeavours to find an alternative retailer and arrange to switch to that retailer before the expiry of the notice period.

12.4 This Agreement may terminate:

- (a) immediately if our agreement (or, if you have a direct agreement, then your agreement) with the Lines Company is terminated; or
- (b) any Regulatory change which prohibits us from being able to exercise our obligations under this agreement.

12.5 Following termination, we will provide a final invoice to your address (unless you notify us of a new forwarding address).

12.6 Clauses of this Agreement that are intended to survive termination shall survive termination, including Clause 5 - Charges and Payment, Clause 18 - Confidentiality and Clause 16 - Liability.

## 13. Force Majeure Event

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

## 14. Lines Company Requirements

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

14.2 You may have an agreement directly with the Lines Company for network services, in which case you must comply with that agreement. In most instances, however, we have an agreement with the Lines Company to provide network services to you. In that case, you:

- (a) must comply with the Lines Company's network connection standards (available from your Lines Company)
- (b) must provide suitable, safe, and secure space for any Lines Company Equipment required
- (c) acknowledge that the Lines Company has no liability to you in relation to the supply of electricity
- (d) must not connect, disconnect, or modify any Equipment to or from the network
- (e) grant the Lines Company safe and unobstructed access to the Premises and facilities as reasonably required by the Lines Company; and
- (f) comply with any other terms imposed by the Lines Company to enable us to supply electricity to you.

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

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

14.4 If you do not have your own agreement directly with the Lines Company (or if they have appointed us as their agent for collection), we will charge you for the network services provided by the Lines Company. This amount is set by the Lines Company.

14.5 The terms and conditions included in this Agreement in relation to the Lines Company and/or the network are for the benefit of and enforceable by the Lines Company, its directors, employees, and authorised agents pursuant to the Contracts and Commercial Law Act 2017.

## 15. Changes to Charges and Other Terms

15.1 We may change any term of this Agreement at any time, including your charges for electricity (unless you are on a fixed-term pricing plan that states charges will not increase for a specified term).

15.2 We must give you at least 30 days' notice of any changes to these terms or pricing and provide reasons for the change. We may do this by advertising in a local daily newspaper, posting the change on our website, or contacting you in writing (which may be by email).

15.3 If we propose to increase our charges to you by more than 5% (and, in the case of a fee or service charge, the increase is reasonably likely to have a material effect on consumers) then we will notify you individually in writing (which may be by email).

15.4 If you are on a fixed term Agreement and the change adversely impacts on you, you have the choice to terminate the Agreement without penalty.



- 15.5 If you request a product or service that involves an additional cost, we will advise you of any additional costs that are known at the time you request the product or service, or, if not known at the time, we will provide an estimate of the cost.

## **16. Liability**

- 16.1 You must pay us or our debt collection agency any costs incurred in recovering amounts owed by you under this Agreement.
- 16.2 If either party (us or you) causes physical damage to your or our property directly by breaching this Agreement or through your or our negligence, and the loss or damage was reasonably foreseeable, the responsible party (we or you) will either pay for the loss or damage, or repair or replace the property (at our discretion), up to a maximum of \$10,000 for any single event or series of related events. To the extent permitted by law, neither party will be liable to the other for any other loss or damage (whether due to negligence, breach or otherwise). In particular, we will not be liable for any indirect or consequential losses, loss of profits or the like.
- 16.3 If we receive compensation from a third party (such as the Lines Company) for losses from interruption of supply, we will pass on an appropriate portion of that compensation to you. You may ask for an explanation of how such amount is determined.
- 16.4 To the maximum extent permitted by the Consumer Guarantees Act 1993 (CGA), and notwithstanding any other term of this Agreement, it is agreed that the provisions of the CGA will not apply, and we each agree to contract out of the provisions of the CGA, where the following conditions apply:
- (a) the goods and/or services (as applicable) covered by this Agreement are, or (in connection only with the guarantee of acceptable quality in section 7A of the CGA, the electricity) is, both supplied and acquired in trade; and
  - (b) each of us is in trade.
- 16.5 Where the above conditions apply, you and we acknowledge and agree we each consider it is fair and reasonable for us to be bound by this provision.
- 16.6 Conditions in this Agreement which refer to the Lines Company or Meter Owner are intended to be for the benefit of, and are enforceable by, the Lines Company and/or the Meter Owner (as applicable) under the Contracts and Commercial Law Act 2017.

## **17. Assignment and Transfer**

- 17.1 You cannot assign or transfer your rights and/or obligations under this Agreement to any person without our prior written consent, such consent not to be unreasonably withheld.
- 17.2 We may at any time transfer or assign all or any of our rights and obligations under this Agreement. We will notify you if we do this as soon as reasonably practicable. You have the option in this situation to terminate the Agreement. We will advise you how you can contact the company that the contract is being transferred to and when the transfer will take effect.
- 17.3 You agree that, if we commit an Event of Default, the Electricity Authority may assign our rights and obligations under this Agreement to another electricity retailer ("**Recipient Retailer**"). The terms of this Agreement on assignment under this clause will be amended to:
- (a) the standard terms that the Recipient Retailer would normally have offered you immediately before the Event of Default occurred; or
  - (b) such other terms that are more advantageous to you than the Recipient Retailer's standard terms, as the Recipient Retailer and the Electricity Authority agree; and
  - (c) include a minimum term in respect of which you must pay an amount for cancelling the Agreement before the expiry of the minimum term.
- 17.4 We may sub-contract or delegate the performance of any of our obligations under this Agreement.
- 17.5 If for any reason we have or are likely to have a receiver, liquidator or other similar officer appointed we will take reasonable steps to ensure that your electricity supply is not affected.

## **18. Confidentiality**

- 18.1 Each party will, at all times, keep confidential any Customer Specific Terms and Pricing (including pricing as notified to you) except where disclosure is required for the performance of this Agreement or is expressly permitted under this Agreement, or by law, or with the other party's consent or the information is in the public domain (not through breach of this Agreement). This Clause survives termination of this Agreement.

## **19. Further Clauses**

- 19.1 No waiver of any breach or failure to enforce any rights by either party will prevent or limit that party's right to enforce this Agreement.
- 19.2 If any provision of this Agreement is held by a Court to be invalid, void, illegal or unenforceable, then the remaining provisions of this Agreement will remain in full force and effect and be construed so as to best effect the intention of the parties.
- 19.3 Clauses 3.3 and 17.3 confer a benefit on, and are intended to be enforceable by, the Electricity Authority for the purposes of the Contracts and Commercial Law Act 2017. The parties cannot amend or discharge the benefit of Clauses 3.3 and 17.3 without the consent of the Electricity Authority.

## 20. Notices & Communication

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

## 21. Definitions and Interpretation

- 21.1 Words in this Agreement have the meaning set out below, unless specified otherwise:

**Billing Period** means, in relation to an invoice, the previous calendar month.

**Business Day** means any day except a weekend or a public holiday.

**Charges** means the Charges set out in the Pricing Schedule (plus any third-party charges that are not specified in the Pricing Schedule but passed through). If there is no Pricing Schedule or if it has expired, then our standard charges will apply.

**Code** means the Electricity Industry Participation Code 2010, as amended from time to time.

**Default Interest Rate** means the rate of 5% above the 90-day bank bill mid-rate as quoted on the Reuters BKBM screen on the Due Date.

**Due Date** means the 20<sup>th</sup> of the month (or the immediate Business Day following) in which the invoice is dated or (if the invoice is dated after the 10<sup>th</sup> of the month) then 10 Business Days from the date on the invoice.

**Equipment** means any items used to supply you with electricity, such as meters, transformers, switches, relays, fuses, and wiring.

**Event of Default** has the meaning given to it in Clause 14.55 of the Code.

**Faults** means interruptions to electricity supply.

**Force Majeure Event** means an event or circumstance that is beyond our or your reasonable control, and which prevents the substantial performance of our or your obligations under this Agreement. It includes floods, earthquakes or other Acts of God, civil commotion, malicious damage, industrial action, significant grid or network or generator failure, motor vehicle and other accidents and acts or omissions of you, the Lines Company or Meter Owner (if that is not us) and any defect or abnormal condition in the Premises.

**Lines Company** means the owner of the local lines network to which your property is connected. Your Lines Company will usually be specified on your invoice. If not, you can visit the Electricity Network Association website:

[www.ena.org.nz/lines-company-map/](http://www.ena.org.nz/lines-company-map/)

or contact us and we will tell you who your Lines Company is.

**Meter** means a meter and associated equipment used for the measurement, storage and/or communication of electricity usage information, and may include load and meter control devices.

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

**Normal Business Hours** means between 8.30am and 5pm on a Business Day.

**Point of Connection** or **ICP** means the point or points at which your Premises connect to a circuit breaker, switch, fuse, or other isolating device on the Lines Company's network.

**Premises** means your premises to which electricity is supplied (or intended to be supplied). This may be specified in the Customer Specific Terms.

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

**You or your** means you, the Customer.

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