

Standard Terms & Conditions for the Supply of Electricity

February 2023

1. Agreement to supply Electricity to you

- 1.1 Our Agreement with you starts on the earlier of the date we agree with you (for example if you have made an application and we have accepted that application) or on the date we start supply to you. We will start supply to you at the Premises on the date agreed with you or as determined by any applicable switching process. If we have not started to supply electricity at the commencement of this Agreement, we will do so as soon as reasonably possible after commencement.
- 1.2 The time for living standard new connections once all requirements have been met is usually not more than 20 Business days.
- 1.3 We will supply electricity to your Premises as set out in Contract Details (referred to by address and by ICP) on the terms of this Agreement. If you want to add new Premises, you need to ask us and if we agree, those additional Premises will be added to this Agreement.
- 1.4 This Agreement will continue for as long as we supply you at the Premises. If you have agreed to an initial fixed term, you cannot end this Agreement before that fixed term has expired (except in case of our breach as detailed below). Once the fixed term has expired, or if there is no fixed term, you can terminate the Agreement on one month's written notice to us.
- 1.5 You will not purchase or take supply of electricity to the Premises from any other person for the term of the Agreement.
- 1.6 We may arrange for some of our obligations under this agreement to be performed by a third party (such as meter reading). This does not alter our obligations to you or your obligations under this Agreement.
- 1.7 We have a wholesale services agreement in place with Simply Energy Limited that provide certain Registry, Reconciliation, Reporting, Field Service and Billing functions on our behalf
- 1.8 We obtain supply from a wholesale purchaser from the wholesale market in order to supply you with electricity. If our arrangement with that wholesale purchaser ends and we are unable to put in place an alternative arrangement to purchase electricity to sell to you, then we may either terminate this agreement or arrange for you to be supplied directly by that wholesale purchaser, by notice to you. If you are supplied directly by the wholesale purchaser, such supply will be on that wholesale purchaser's standard terms of supply and will be based on the Wholesale Price plus a margin specified by that wholesale purchaser

2. Measuring the Quantity of Electricity supplied to You

- 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 We will maintain the meter at your Premises. We may charge you for repair or replacement of the Meter if this is required to meet appropriate industry standards.
- 2.3 You must not interfere or tamper with the Meter or the immediate connections to it. 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 issue a correcting notice. Any adjustment to our record of your electricity usage will be reflected in subsequent invoices. If the adjustment results in us owing you money, it will be credited to your account. 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).
- 2.7 If you add to, modify or replace any equipment on your Premises then we may require that the Meter is upgraded, and we will charge you for this.

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 applies to that personal information.
- 3.2 You agree that we may disclose information we collect or hold about you for our business purposes in relation to this Agreement with you, including:
 - (a) to supply electricity or any other purpose reasonably connected with such supply (e.g. notice of outages);
 - (b) to enable us to do necessary credit checks;
 - (c) to invoice you and collect outstanding moneys;
 - (d) to provide you with information and offers from us;
 - (e) to provide information requested by a regulatory body; and
 - (f) to assess or verify your status as a medically dependent or vulnerable consumer and carry out our obligations in relation to such.

We may also use it in a non-identifiable form for statistical or other business purposes.

- 3.3 You must ensure that information is correct, complete and up-to-date.
- 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 to assist us in performing this Agreement. 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. Charges & Payment

- 4.1 Our charges and fees are set out in our Pricing Schedule which can be provided to you upon request. 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.
- 4.2 You must pay the charges and fees for all electricity supplied to your Premises by us in full (without set-off) strictly by direct debit on the 10th day of the month following. We will generally invoice you each month, with each invoice containing an actual or estimated usage every month (unless you agree otherwise), together with the applicable Charges for usage and any other services.
- 4.3 Our preferred payment option is direct debit.
- 4.4 Administration charges may apply in relation to the collection of direct debits.
- 4.5 The Charges include third party charges (which are passed through from those parties to us and on to you) which 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).
- 4.6 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.
- 4.7 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. Interest may be payable at the Default Interest Rate for overdue amounts once the dispute is resolved.
- 4.8 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 or require you to pay any amount owed within 5 Business Days. If you fail to do so, that amount will be treated as overdue and interest will be payable at the Default Interest Rate and your electricity supply may be disconnected.
- 4.9 If you are unable to pay your invoice by the due date you should contact us as soon as possible so we can work with you to make a suitable payment arrangement. If we agree a payment arrangement with you, we will not disconnect you as long as you comply with that arrangement. If you do not make an arrangement with us, or do not comply with that arrangement, your supply may be disconnected for failure to pay.
- 4.10 We may charge you interest on unpaid amounts if you have not made an arrangement with us for a payment plan. Interest on unpaid amounts will be charged at the default interest rate. We may also use your bond to settle any amounts owing.
- 4.11 We may charge you a late payment fee of \$15 if you have not made an arrangement with us for a payment plan and if you do not pay within the specified period outlined in the payment reminder notification.
- 4.12 We may take action to recover any overdue amount. Any costs incurred in collecting money owed to us by you including bank fees, credit agency fees, legal expenses and court costs and default interest are payable by you.
- 4.13 We may require you to pay a bond that will be held in a separate bank account. If we do, we will tell you why. The bond will not accrue interest. We can use the bond to cover any overdue amount you owe us.
- 4.14 We may pay the balance of the bond back to you (which may be by a credit on your account) if you have paid all invoices on time in full for a period of twelve continuous months. If this does not occur, we will pay the balance of the bond back when we stop supplying electricity to you (after any money owing is deducted or paid to us).
- 4.15 If we find that you have been overcharged, then we will refund you for any overcharge (which may be by a credit against future invoices). If we find you have been undercharged, then we may invoice you for the amount undercharged (or add it to your next invoice).
- 4.16 If you are a residential consumer, we are required to assess your usage on a yearly basis to ensure that you are receiving the correct rate. If you fit the criteria for the regulated Low Fixed Charge Tariff we will advise you and give you the option of changing your rate. If you are on the Low Fixed Charge Tariff and we assess that you do not fit the criteria then we may notify you with at least 30 days' notice that your rate will change accordingly.
- 4.17 We do not currently offer a pre-payment option but if you request it we can provide you with information about retailers that do provide a pre-payment option.
- 4.18 If you wish to change your pricing plan then you may request that change and we will make that change within a reasonable time, subject to any reasonable restrictions or conditions applicable (for example there may be a cost if you want to change out of a fixed pricing earlier than your fixed term).
- 4.19 If you wish to terminate the contract prior to the expiry date a charge of \$150 will be incurred.
- 4.20 If you wish to switch away from Plains Power within six months of joining you may be subject to a \$50 administration fee.
- 4.21 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.
- 4.22 If you request or require a product or service that has an additional cost, we will advise you of that when you make the request. If we are unable to provide the exact cost we will provide an estimate.
- 4.23 If your relevant network company increase their fees we reserve the right to pass these charges on.

5. Load Aggregation, TOU Contracts & Equipment Lease

- 5.1 From time to time Plains Power will act as a load aggregator for its customers.
- 5.2 Whilst a customer of Plains Power and accepting electricity from Plains Power, the customer acknowledges that Plains Power will be the sole aggregator of the load. Plains Power acknowledge that the customer owns the load and our role as load aggregator is to seek value for that load.
- 5.3 If the customer accepts load aggregation services from another company, whilst being a Plains Power customer, Plains Power will recover costs of being a load aggregator at \$300per MW/hr, unless previously discussed and accepted by Plains Power.
- 5.4 Time of Use (TOU) contracts are forward booked contracts for electricity. By confirming a contract, the customer is confirming a price for the outlined period.
- 5.5 Plains Power and its partners will assess the volume expected by the customer, but the customer is not obligated to the assessed volume.
- 5.6 If a contract is cancelled by the customer before the end of the contracted period, Plains Power may waive the right to recover costs if they deem appropriate. However, Plains Power may recover costs by applying a cost recovery methodology. This methodology will be calculated as the annual consumption of the ICP x \$10 per MW/hr x remaining period left on contract.
- 5.7 Plains Power have the sole discretion on proceeding with cost recovery.
- 5.8 Plains Power may provide hardware products on a lease basis.
- 5.9 The customer will pay a monthly lease at an agreed rate.
- 5.10 Plains Power are responsible for installation, maintenance and ongoing upgrades.
- 5.11 The customer is responsible for any costs due to damage or tampering from an external party.
- 5.12 If the customer ceases to be a customer of Plains Power, Plains Power may take their lease product back or continue to lease at their sole discretion.

6. Medically Dependent and Vulnerable Customers

- 6.1 We will comply with the Electricity Authority Guidelines on medically dependent and vulnerable consumers provided you give us the required information to do so (and keep such information updated). Therefore, you must tell us if:
 - (a) you believe that you are a Medically Dependent Consumer (this means if there is a person in your household who is dependent on mains electricity for critical medical support and loss of electricity may result in loss of life or serious harm) and provide us with a Notice of Potential Medically Dependent Consumer Status Form, which your health practitioner can give you;
 - (b) you believe you are a Vulnerable Consumer (this means that disconnection of electricity at your Premise presents a clear threat to the health or well-being of you or someone in your household because of age, health or disability and/or it is genuinely difficult for you to pay your electricity bill due to severe financial insecurity).
- 6.2 If you are a medically dependent consumer, you must maintain a back-up power supply or any other emergency arrangements that will ensure your health and safety in the case of an interruption to your energy supply. Energy supply may be interrupted at any time without warning.
- 6.3 If for any reason we form the honest belief that you are a Vulnerable or Medically Dependent Consumer, and
 - (a) you do not pay your invoices by the due date and your supply is at risk of disconnection; and
 - (b) we have provided you with all the assistance we are reasonably able to; and
 - (c) you are still unable to make our payments;you authorise us to consult with Work and Income to discuss payment options.
- 6.4 If you have nominated a person with whom we can discuss the details of your Account we may also discuss financial assistance and payment options with that person.

7. Interruptions to Supply (Faults)

- 7.1 Our supply of energy to you will comply with all legal requirements and be in accordance with good industry practice in New Zealand, and relevant industry protocols and codes of practice. For residential supply, this includes the requirements of the Consumer Guarantees Act 1993. We cannot guarantee that electricity supply will be continuous or fault free.
- 7.2 If you experience problems with electricity supply, you can telephone us at any time on this number 0800 75 25 75.
- 7.3 If there is a planned interruption to supply (for example for maintenance by the Lines Company) we will try to provide at least four Business Days' notice unless the interruption is urgently required. Notice may be given by public notice or advertisement in the local newspaper or radio.
- 7.4 Your electricity supply may be interrupted if any of the following things occur:
 - (a) For the safety of persons, the network or property;
 - (b) there is an event beyond our reasonable control;
 - (c) as required by the Lines Company, Transpower or any regulatory or governmental authority;
 - (d) for maintenance, repairs or upgrades (for you, for surrounding areas or for the connection of new customers);
 - (e) to preserve the security of supply (for example to prevent overloading of the network).
- 7.5 If there is an unplanned outage (for example for a dangerous situation) we will use our best efforts to restore electricity supply as soon as reasonably practicable.
- 7.6 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. This will be shown as the controlled element on your invoice and will be at a discounted rate.
- 7.7 We are not Liable to you for any failure to perform our obligations, to the extent that such failure is caused by an event outside our reasonable control.
- 7.8 If we receive compensation (through whatever means) from any third party (not just the Lines Company) for losses resulting from the interruption of supply, we will pass on an appropriate portion of that compensation to those customers whose supply was interrupted if this has not already been included in the price we offer you. We will provide an explanation of such compensation if requested.

8. Complaints

- 8.1 If you aren't satisfied with our service, you can make a complaint to us. We will work with you to resolve any problem as soon as we reasonably can. We may refer your complaint to the Lines Company or Meter Owner (if that is not us) if we believe that is appropriate.
- 8.2 If you are not happy with the way we deal with your complaint, or if it has not been resolved within 40 Business Days, then you may refer your complaint to Utilities Disputes to resolve (www.utilitiesdisputes.co.nz or 0800 22 33 40). This does not affect your ability to take the complaint to the Disputes Tribunal or the Courts.
- 8.3 If you have made a complaint about charges and services for electricity and/or network, we will not disconnect your electricity supply for non-payment if the non-payment relates to the dispute. All other due amounts, those outside of the period of the dispute must continue to be paid according to the payment requirements under this Agreement or may result in disconnection.
- 8.4 After a complaint about charges is resolved, any amount found due to you will be credited to your account with us, immediately.
- 8.5 If, however, an amount is found to be due to us, you agree to pay that amount within 5 Business Days of the finding. If you do not do so, the amount will be treated as overdue, and your electricity supply may be then disconnected.

9. Authority and Alternate contacts

- 9.1 Generally only the person specified as the Billing Contact person is authorised to discuss your account with us. You may appoint (or we may ask you to appoint) one or more alternate contacts authorised to communicate with us and to assist you if you cannot make a payment or there is an issue we need to discuss in relation to this Agreement and we cannot contact you or you cannot discuss it with us. An alternate contact could be a family member, friend or social agency.
- 9.2 Where you have appointed an authorised person or alternate contact, you agree that we may contact them if we cannot get hold of you, if you have not paid any invoice due or we cannot resolve an issue with you. You agree that this person may provide us with information about you and we may disclose information about you to them.
- 9.3 You are still responsible as our customer for complying with this Agreement even if you have appointed an authorised person or an alternate contact.

10. Your Responsibilities for Electricity, Equipment and Lines

10.1 You must do the following (at your own cost):

- (a) provide suitable space for the secure housing of any Equipment we decide is needed at the Property for your supply;
- (b) repair and maintain the Equipment on your Property 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;
- (g) ensure that any trees and vegetation on your property are kept trimmed away from all power lines and other electrical equipment (including meter boxes).

If you fail to meet these could result in your electricity supply being suspended or disconnected. You may also be required to pay for any remedial work or replacement. If we consider that any equipment, lines or meters have been tampered with we may charge you for electricity which we believe you should have paid for if the tampering had not occurred.

10.2 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 or loss from such fluctuations and/or from any interruption to supply, and/ 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.

10.3 You are responsible for any lines or equipment beyond (i.e. on your side of) your point of supply. A point of supply is any point at which your lines, fittings, and equipment connect to a circuit breaker, switch, fuse, or other isolating device on the line network. As required we can consult with the Network Company to identify where your point of supply is if you are not sure. If we consider that any of lines or equipment (including wiring) beyond the point of supply is not compliant with regulatory requirements or applicable standards, we may require that these are upgraded or repaired. We can arrange this for you and you will be charged any remedial costs.

11. Access to Property

11.1 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;
- (g) as required for the purposes of this Agreement including compliance with any Lines Company request for access.

11.2 Except in routine situations (for example, to read your meter) or emergency situations, before we access your premises we will give you written notice of the proposed time and reason for access.

11.3 We will generally exercise this access during Normal Business Hours but you agree to allow access outside of Normal Business Hours if the matter is urgent. We will require our staff and contractors to carry identification, identify themselves to you (where reasonable) and act courteously. You may refuse access if we are not able to show proper identification on request. We will take

reasonable care to minimise inconvenience to you and to comply with your reasonable requirements (such as leaving closed gates closed when we leave).

- 11.4 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 estimate the electricity supplied and charge you on this basis, and we may charge you for any additional costs (including any callout fees) and your supply of electricity may be disconnected, interrupted or suspended.
- 11.5 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 agree to keep the key for such access safe and secure at all times.

12. Disconnection and Reconnection

- 12.1 We may disconnect the electricity supply to your Premises if:
- (a) we need to protect health and safety or prevent damage to property;
 - (b) you do not pay any money invoiced under this Agreement, provided that we won't disconnect you where:
 - (i) the invoiced amount is the subject of an unresolved complaint laid or dispute proceedings; or
 - (ii) where the invoiced amount was an estimated amount, unless we consider it is fair to do so (for example if you have prevented us from reading your meter).
 - (c) if you persistently or materially breach any other obligation under this Agreement. However before disconnecting you for breach, we will give you at least one week to fix the breach, and if you do not fix it then a final warning at least 24 hours before we disconnect you;
 - (d) we reasonably believe that the Equipment, Meter, lines or fittings on your property have been tampered with or damaged or you have interfered with the electricity supply to your Premises;
 - (e) we cannot get access to your Premises and property for the purposes of this Agreement for more than three months;
 - (f) you have asked for your supply to be disconnected;
 - (g) this Agreement ends and is not replaced by any subsequent agreement; or
 - (h) the Lines Company requires the supply to be disconnected under its agreement with you or with us.
- 12.2 Before disconnecting you for non-payment or breach, we will give you at least one week to fix the non-payment or breach, and if you do not fix it then a final warning at least 24 hours before we disconnect you, and we will only disconnect you on a Business Day that is not a Friday or the day before a public holiday.
- 12.3 If we disconnect your electricity supply, you may have to pay a disconnection fee. You are still responsible for paying any outstanding debts or other sums as they become due (including costs incurred after disconnection).
- 12.4 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.
- We can provide information about reconnection fees on request. If you comply, we will reconnect you promptly.
- 12.5 If your electricity supply has been disconnected as above and you want to be reconnected, we may require you to comply with certain safety conditions (for example that appliances are switched off). Only a person authorised by us can reconnect your supply.

13. Termination

- 13.1 Unless you have agreed to a fixed term and the fixed term has expired, you may terminate this Agreement by:
- (a) switching to another retailer. You will need to arrange supply with that retailer and we will switch you according to industry protocols. This Agreement remains in force until the switch is completed; or
 - (b) asking us to disconnect electricity supply to your premises. We will do this as soon as reasonably practicable and safe following notice from you – we usually require at least 5 Business Days' notice for this.
- 13.2 We may terminate this Agreement:
- (a) Immediately if our agreement (or, if you have a direct agreement, then your agreement) with the Lines Company or the wholesale purchaser is terminated;
 - (b) 24 hours after a final warning to you if you breach this Agreement (and have not complied with any request to fix the breach);
 - (c) by giving you one month's written notice. If we exercise this right, 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.
- 13.3 We will stop charging you once we stop supplying electricity to your Premises. Following termination we will provide a final invoice to your address (or to a new forwarding address if you provide one). The obligations in this Agreement regarding payment will continue until all outstanding amounts have been paid by you.
- 13.4 Other clauses of this Agreement that are intended to survive termination will also continue to apply, including clause 14 (confidentiality) and clause 16 (liability).

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 limitations of liability in this Agreement extend to the Lines Company, the meter owner and the wholesale purchaser, and the other provisions in this Agreement that refer to the Lines Company, the meter owner and/or the wholesale purchaser, are intended to be for the benefit of and enforceable by such persons, for the purposes of Part 2 subpart 2 of the Contract and Commercial Law Act 2017

15. Confidentiality

- 15.1 Each party will at all times keep confidential the pricing you are on except where disclosure is required for the performance of 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.

16. Variations to this Agreement

- 16.1 We can change any term of this Agreement. If we want to change any term (except the Charges) we will notify you of the proposed changes, with reasons. You will have the opportunity to comment on the proposed changes and we will consider these comments. If we decide to make the changes (which may be amended based on your or other comments) we will give you 20 Business Days' notice of such changes.
- 16.2 We may amend our Charges at any time, provided that we give you at least 20 Business Days' notice of the change and provide reasons for the change.
- 16.3 If we propose to increase our Charges by more than 5% of the Charge or any other Variation has a material effect then we will notify you individually. If the proposed change will not materially affect you, is not a fee increase to a regular fee of 5% or more, is a fee decrease or is a result of a request by you, then we do not need to notify you individually but may give notice by advertising in your local newspaper, on our website, including a statement in your invoice or other similar means.
- 16.4 We may not be able to give you advance notice of changes to third party charges, but will notify you as soon as practicable. If you are on a flexible pricing plan (such as a plan based on spot pricing) then this clause does not apply to changes in accordance with that plan.

17. Indemnity & Limitation of Liability

- 17.1 Subject to the maximums specified below, you indemnify us for all costs, losses, claims, damages and against all proceedings and demands incurred:
- (a) in recovering amounts owed by you under this Agreement; and
 - (b) as a direct or indirect result of your negligence or breach of this Agreement.
- 17.2 Subject to the maximums specified below, if we cause physical damage to your property by breaching this Agreement or through our negligence, and the loss or damage was reasonably foreseeable, we will either pay for the loss or damage, or repair or replace the property (at our discretion). To the extent permitted by law, we will not be liable to you 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.
- 17.3 If either of us is liable to the other under this Agreement, the maximum amount of such liability is \$10,000 for any single event or series of related events and a maximum cap of \$50,000 in any twelve-month period.
- 17.4 You acknowledge that if you are acquiring electricity from us for business purposes, then any rights or remedies you may otherwise have under the Consumer Guarantees Act 1993 are excluded to the maximum extent permitted by law.

18. Assignment & Transfer

- 18.1 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.
- 18.2 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.

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.

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:
Plains Power Limited
PO Box 293
Ashburton 7740
 - (b) By email: service@plainspower.co.nz
- 20.2 If you want to contact us (other than by notice required under this Agreement) you may write, email or telephone 0800 75 25 75.
- 20.3 If we need to notify you under this Agreement, we will do so by one of the following methods:
- (a) Mailed or delivered to the last known address you have given us; or

- (b) emailed to your last known email address, if you have agreed to have notices delivered by email;
- 20.4 Where specified that we are not required to give individual notice, we may give notice to you by publication on our website, advertisement in a local newspaper or noted on your invoice.
- 20.5 If we send a notice to your mailing address then we are entitled to assume that such has been received by you three Business Days after being posted. If we send a notice by email, we are entitled to assume it has been received by you the day after transmission from us.
- 20.6 If your contact details change you must provide us with updated details.

21. Rights of Electricity Authority

- 21.1 If we commit an event of default (as defined in the Electricity Industry Participation Code) then notwithstanding anything else in this Agreement it is agreed that the Electricity Authority (**Authority**) shall have the right to:
 - (a) assign our rights and obligations under this Agreement to another retailer;
 - (b) amend the terms of the assigned Agreement to:
 - (i) the new retailer's standard terms or such other terms as the new retailer and the Authority agree, provided that such amended terms are more advantageous to you than the retailer's standard terms;
 - (ii) include a minimum term in respect of which you must pay an amount for cancelling the assigned Agreement before expiry of such.
- 21.2 You acknowledge that we may provide information about you to the Authority and the Authority may provide that information to another retailer if required under the Code.
- 21.3 You acknowledge that we may assign our rights and obligations to another retailer.
- 21.4 This clause 20 is for the benefit of the Authority for the purposes of Part 2 of the Contract and Commercial Law Act 2017.

22. Definitions and Interpretation

- 22.1 Words in this Agreement have the meaning set out below, unless specified otherwise:
 - 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.
 - Default Interest Rate** means the rate of 10%.
 - Equipment** means meters, transformers, switches, relays, fuses and wiring used to supply you with electricity.
 - Lines Company** means the owner of the local lines network to which your premises is connected.
 - 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.
 - Normal Business Hours** means between 8.30am and 5pm on a Business Day.
 - We, us or our** means Plains Power 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** means you, the customer.
- 22.2 References to parties are references to the customer and Plains Power Limited 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.