

Application Form

PLEASE NOTE A copy of your recent electricity bill for each ICP **must** be attached to this application. If photocopying, we need both sides of the account to ensure we bill you at the correct rate. Please send the completed and signed application form, with the copies of electricity bills, to Mercury Energy, Private Bag 92008, Auckland 1142 or fax to 0800 20 18 21. Thank you.

Your Personal Details

Your Name: First Name Last Name

How would you like your name to appear on your bill? Male Female

PGG Wrightson Account No. PGG Wrightson Account Name:

Your farm's postal address:

If you are renting your property, what is the name and contact details of your landlord:
 Last name Phone number

How can we contact you:
 Home Phone: Work Phone: Mobile:
 Email: Fax:

Your Electricity Details

ICP Number 1 (as it appears on a current electricity bill):

ICP Descriptor (e.g. house, cowshed, pump):

Street address to be supplied with electricity (as it appears on a current electricity bill):

Are you moving into this address? Yes No If yes, what date are you moving in?

If you currently hold an electricity account with another supplier, who is that supplier?

Where is your electricity meter located on your property?

For meters located inside:
 Do you have a security alarm? Yes No Is a key available to access your inside meter? Yes No
 Do you have a dog? Yes No If yes, what is its breed?
 What is its name?
 Should we be aware of anything else about it?

ICP Number 2 (as it appears on a current electricity bill):

ICP Descriptor (e.g. house, cowshed, pump):

Street address to be supplied with electricity (as it appears on a current electricity bill):

Are you moving into this address? Yes No If yes, what date are you moving in?

If you currently hold an electricity account with another supplier, who is that supplier?

Where is your electricity meter located on your property?

For meters located inside:

Do you have a security alarm? Yes No Is a key available to access your inside meter? Yes No

Do you have a dog? Yes No If yes, what is its breed?

What is its name?

Should we be aware of anything else about it?

ICP Number 3 (as it appears on a current electricity bill):

ICP Descriptor (e.g. house, cowshed, pump):

Street address to be supplied with electricity (as it appears on a current electricity bill):

Street

Suburb Town/City

Are you moving into this address? Yes No If yes, what date are you moving in?

If you currently hold an electricity account with another supplier, who is that supplier?

Where is your electricity meter located on your property?

For meters located inside:

Do you have a security alarm? Yes No Is a key available to access your inside meter? Yes No

Do you have a dog? Yes No If yes, what is its breed?

What is its name?

Should we be aware of anything else about it?

For any additional ICPs, please enter the above information on a separate sheet.

CUSTOMER AGREEMENT

THIS AGREEMENT contains the Terms and Conditions that apply to the supply of electricity by MIGHTY RIVER POWER LIMITED, trading as MERCURY ENERGY, to you at the site(s) set out above (the 'Site(s)'). Mercury Energy's Standard Terms & Conditions for Business Customers (a copy of which is available from us on request) shall also apply to, and be part of, your customer agreement with us as if they were set out in full here.

1. PAYMENT

- 1.1 The monthly amounts for electricity consumption and associated charges (including line charges) will be billed to your account with PGG Wrightson Limited ('PGG Wrightson'). These amounts will be calculated based on your actual consumption or, if we have not read your meter in the relevant month, on our estimate of your actual consumption.
1.2 Mercury Energy will issue monthly invoices to PGG Wrightson on your behalf as soon as practicable after the end of each month and this invoice amount will then appear on your PGG Wrightson statement. Mercury Energy will also send you a monthly statement setting out your charges for the supply of electricity and associated services, as invoiced to PGG Wrightson. All Mercury Energy invoices will be due and payable to Mercury Energy by PGG Wrightson on or before the 20th day of the month in which the invoice is received (or as agreed by us with PGG Wrightson). You will continue to pay your PGG Wrightson invoices (including charges for electricity and associated services supplied to you) in accordance with PGG Wrightson's standard terms.
1.3 Any dispute between us over the accuracy of your account will be settled in accordance with the Standard Terms & Conditions.
1.4 Your authorisation for PGG Wrightson to pay Mercury Energy, on the due date, amounts due for electricity and associated services, even if the amount of the payment is disputed by you, remains irrevocable; provided that nothing in this clause affects your right to dispute any of our invoices.

2. PGG WRIGHTSON

- 2.1 For payment and other purposes PGG Wrightson may from time to time act as our agent.
2.2 PGG Wrightson will not be liable to either you or us for any breach of this agreement by the other.
2.3 Nothing in these special terms affects any other contractual arrangement either of us has with PGG Wrightson.
2.4 These special terms shall cease to apply if, for any reason, our agreement with PGG Wrightson for your electricity charges to be billed to your PGG Wrightson account ceases, or if you cease to have an PGG Wrightson account, in which case Mercury Energy will bill you directly in accordance with the Standard Terms & Conditions.

3. POINT(S) OF SUPPLY

Your point(s) of supply are as per the Site(s) listed on Page 1 of your Application. You must notify us if you wish to add any sites to that Application, or if you sell or lease a site on Page 1 to any other person. This agreement will cease to apply to such Site(s) from the date of such a change.

4. NOTICES

- 4.1 The addresses for service of notices are:
For Mighty River Power trading as Mercury Energy:
The Sales Manager, Mercury Energy, Private Bag 92008, AUCKLAND. Fax 09 580 3508.
For you:
Your name and address as set out at the start of this application.

5. ACCEPTANCE

Acceptance of the application will occur upon receipt by Mercury Energy, but subject to your connection being capable of being switched to Mercury Energy.

6. CONDITIONS, AUTHORISATIONS, & DISCLOSURES

- 6.1 I confirm that the information I have provided Mercury Energy is correct and certify that I am authorised to initiate the transfer to Mercury Energy.
6.2 I authorise my current electricity supplier and distributor to disclose to Mercury Energy any metering, payment history, billing and usage information relating to me (including but not limited to in respect of the above premises) and to cease supplying and delivering me electricity.
6.3 I appoint Mercury Energy to act as my agent in respect to all matters relating to the supply and delivery of electricity to my premises. This includes, where applicable, finalisation of my account with my current electricity supplier on the basis of meter readings that may be estimated. Should Mercury Energy's attempt to complete the switch from my current supplier fail for any reason, Mercury Energy has the right to cancel the switch request.
6.4 I understand that my personal information will be held by Mercury Energy (a trading division of Mighty River Power Limited) for the purpose of supplying me with electricity and associated services. From time to time my contact details may be used by Mercury Energy to provide me with offers and information from Mercury Energy and other approved agencies. By ticking the box I will not receive these offers and information .
6.5 I understand that I have the right to access and correct my personal information held by Mercury Energy.

Signed for and on behalf of Mighty River Power Limited by: Bruce Miller Date:

I hereby apply for the supply of electricity and associated services to me by Mercury Energy at the above ICPs.

Customer's Signature Signed by: Date:

Please ensure that you have completed the Signature Section above before returning both pages of this application.