

APPLICATION FORM - PLEASE RETURN TO RD1 HAMILTON

Once completed, return it to RD1, PO Box 9045, Hamilton 2015. The ICPs listed on this form cannot be invoiced through your RD1 Statement until this form has been approved. If you need any assistance or are unsure about anything within the form please contact Mercury Energy's Dedicated Business Team on 0800 20 18 20.



Mercury Energy



CHECKLIST - FOR MERCURY ENERGY USE ONLY

Electricity bills attached (or a photocopy of both sides) for each ICP on this application Form signed RD1 Account number

FOR OFFICE USE ONLY

CAMPAIGN CODE

ACCOUNT NO.

SWITCH DOCUMENT NO.

PERSONAL DETAILS

Are you moving into this address? Yes No Date / / Is this a brand new connection e.g. new building? Yes No

Are you changing your energy supplier? Yes No

Miss/Mrs/Mr/Ms/ First name Last name Date of Birth / /

Are you or someone living with you dependent on power for critical medical support? Yes No

Does disconnection of power present a clear threat to your, or a member of your household's, health or wellbeing because of age, health or disability? Yes No

Are you facing financial hardship and think you could find it difficult to pay your power bill? Yes No

Please note that the protection from disconnection only relates to domestic supply of energy.

RD1 Account No. RD1 Account Name

Fonterra Supplier or other RD1 Account Holder Sharemilker RD1 Staff

Your farm's postal address

Phone numbers Phone 1 () Phone 2 () Mobile ()

Fax () Email address Preferred time of day to be contacted

If you are a sharemilker or rent your property, please provide the name and contact details of your farm's owner or the landlord.

Miss/Mrs/Mr/Ms First name Last name Phone ()

Do you wish to receive your billing information by post or online (NB Email address must be supplied above) I need a separate invoice for each ICP/account

YOUR ELECTRICITY DETAILS

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

ICP Description (eg house, cowshed, pump)

Meter Number Meter Number Meter Number

Digital Reading Digital Reading Digital Reading

Street address to be supplied with electricity, as it appears on a current electricity bill (please supply your street number if applicable)

Street no. Street Town/City

Where on your property is your electricity meter located?

Who is your current electricity supplier?

For meters located inside the home: Do you have a security alarm? Yes No Is a key available to access your inside meter? Yes No

Is there a dog at this address? Yes No If yes, what breed is it? What is its name?

Should we be aware of anything else about your dog?

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

ICP Description (eg house, cowshed, pump)

Meter Number Meter Number Meter Number

Digital Reading Digital Reading Digital Reading

Street address to be supplied with electricity, as it appears on a current electricity bill (please supply your street number if applicable)

Street no. Street Town/City

Where on your property is your electricity meter located?

Who is your current electricity supplier?

For meters located inside the home: Do you have a security alarm? Yes No Is a key available to access your inside meter? Yes No

Is there a dog at this address? Yes No If yes, what breed is it? What is its name?

Should we be aware of anything else about your dog?

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

ICP Description (eg house, cowshed, pump)

Meter Number Meter Number Meter Number

Digital Reading Digital Reading Digital Reading

Street address to be supplied with electricity, as it appears on a current electricity bill (please supply your street number if applicable)

Street no.	Street	Town/City
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Where on your property is your electricity meter located?

Who is your current electricity supplier?

For meters located inside the home: Do you have a security alarm? Yes No Is a key available to access your inside meter? Yes No

Is there a dog at this address? Yes No If yes, what breed is it? What is its name?

Should we be aware of anything else about your dog?

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

TERMS AND CONDITIONS

CUSTOMER AGREEMENT

THIS AGREEMENT contains the terms and conditions that apply to the supply of electricity and associated services 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 TERM

- This agreement will commence on the effective date of the switch from your current electricity supplier to the Site(s), and will continue in full force until terminated pursuant to Clauses 1.2 or 2.4 of this agreement or Clauses 17.2 (termination for breach), 17.3(b) (termination of Lines Company agreement), or 18.1 (moving premises or sale of business) of our **Standard Terms & Conditions for Business Customers**.
- We may, by written notice, immediately end this agreement with you if our contract with RD1 Limited or Fonterra Co-operative Group Limited (as the case may be) ends or if you cease to hold an account with RD1 Limited.
- Upon termination pursuant to Clause 1.2 or pursuant to Clauses 17.2, 17.3(b), or 18.1 of our **Standard Terms & Conditions for Business Customers**, we may, but shall not be obliged to, offer to continue to supply the Site(s) with electricity on our **Standard Terms & Conditions for Business Customers** at such prices as we reasonably consider to be appropriate in the circumstances, until you or we terminate such supply in accordance with our **Standard Terms & Conditions for Business Customers**.

2 PRICE

- Subject to Clause 2.4 and Clause 4, the price payable by you to us for electricity supplied to each of the Site(s) is as determined by us at the date of this agreement. This price, and the current associated charges referred to in Clause 2.2, are available to you by contacting our call centre on 0800 20 18 20 and providing the site information.
- In addition to the price payable for electricity, you will also pay us all associated charges relating to the supply of electricity to you (including, without limitation, Lines Company charges, government levies, local network losses, metering and data handling charges, meter reading fees, reconnection fees, disconnection fees, and transfer costs, each as applicable). These associated charges will be passed on to you at the same rates as they are charged to us.
- Each invoice sent by us to you will show only the total amount payable by you to us. The invoice will not be required to separately identify the amounts payable for electricity supplied and for associated charges such as Lines Company charges, local network losses, and metering and data handling charges.
- We may vary the price payable for electricity supplied and/or for any of the associated charges at any time by giving you not less than 30 days' prior written notice. Following receipt of such notice, you may terminate this agreement by giving written notice to us prior to the effective date of our new price and/or associated charges.

3 PAYMENT

- The monthly amounts for electricity consumption and associated charges will be billed to your RD1 Limited account. 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.
- We shall render monthly invoices to RD1 Limited on your behalf as soon as practicable after the end of each month. All invoices will be due and payable by RD1 Limited to us on or before the 20th day of the month in which the invoice is received (or as agreed by us with RD1 Limited).
- Any dispute between us over the accuracy of account will be settled in accordance with our **Standard Terms & Conditions for Business Customers**.
- You now irrevocably authorise RD1 Limited to pay us amounts due under this agreement on the due date (Clause 3.2) even if the amount of the payment is disputed by you; provided that nothing in this clause affects your right to dispute any of our invoices.

4 DAIRY FARM SUPPLY AND RD1 CUSTOMERS

- If, as at the date this agreement is entered into, you are a supplier of milk to Fonterra Co-operative Group Limited from the Site(s), this agreement shall apply only to the supply of electricity to your dairy farm(s) and associated private residence. In the event that you cease to be a supplier of milk to Fonterra Co-operative Group Limited from the Site(s), we will thereafter supply the Site(s) concerned at the special price (if any) agreed with RD1 Limited for RD1 Limited customers for so long as you remain an RD1 Limited customer. You must promptly notify us of any such cessation of supply.

4.2 For the purposes of this clause 4, 'supplier of milk' has the meaning given by Fonterra Co-operative Group Limited, acting reasonably.

5 RD1 LIMITED

- For payment and other purposes RD1 Limited may from time to time act as our agent.
- You and we each acknowledge that RD1 Limited will not be liable to either you or us for any breach of this agreement by the other.
- Nothing in this Clause 5 affects any other contractual arrangement either of us has with RD1 Limited.

6 POINT(S) OF SUPPLY/MOVING

- Your point(s) of supply are as per the Site(s) listed on Page 1 and Page 2 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 or Page 2 to any other person. Subject to clause 6.2, this agreement will cease to apply to such Site(s) from the date of such a change.
- If you move to another property and wish us to continue to supply you under this agreement at that property, please give us at least 4 Business Days' notice. If we are able to supply electricity to your new property and agree to do so, at our absolute discretion, your account with us will, from the date such supply commences, cover both the supply of electricity and associated services at your new property and all outstanding charges carried over from the Site(s) listed on Page 1 and Page 2 of your Application.

7 NOTICES

The addresses for service of notices are:

For us:

The Sales Manager, Mercury Energy, Private Bag 92008, Auckland Mail Centre, Auckland 1142. Fax 09 580 3515

For you:

Your name and address as set out at the start of this agreement.


8 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.

9 CONDITIONS, AUTHORISATIONS & DISCLOSURES

- 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.
- 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.
- 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.
- 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 .
- 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:

James Munro  Date / /

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

Customer's Signature Date / /

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