

ELECTRICITY AND PIPED GAS TERMS AND CONDITIONS.

For Business Customers.

Effective 19 June 2023

1 INTRODUCTION.

- 1.1 These specific Electricity and Piped Gas Terms and Conditions ("**Specific Terms**") form part of our agreement with you and apply to our supply of electricity and/or piped gas ("**services**") and any add-on services you purchase from us from time to time ("**other services**") to you. These Specific Terms apply in addition to our General Terms for Business Customers ("**General Terms**"), any Offer Terms that apply to you, any additional or special terms and our Privacy Policy. Together, these form our agreement with you, and are referred to as the "**agreement**". These Specific Terms commence from the date specified in the General Terms and replace any other agreement you may have had with us for the services.
- 1.2 In the event of a conflict or inconsistency between the parts of the agreement, the following order of priority will apply:
- (a) any special terms;
 - (b) the Privacy Policy;
 - (c) any additional terms;
 - (d) any Offer Terms;
 - (e) the Specific Term(s) that apply to your services; and
 - (f) the General Business Terms & Conditions.

2 SUPPLYING YOU WITH SERVICES.

- 2.1 We will supply you with services in accordance with:
- (a) the agreement;
 - (b) all legal requirements (including the Consumer Guarantees Act 1993) and industry standards; and
 - (c) applicable requirements of any service provider to which we are subject.
- 2.2 The energy we supply you may not be continuous and uninterrupted. We do not guarantee the continuous supply of energy to your premises. If we are not supplying you with the services at the commencement of this agreement we will endeavour to commence the services as soon as possible.

3 SAFETY.

- 3.1 For your safety and for the safety of those that are around you:
- (a) dial 111 in an emergency in respect of your services;
 - (b) call us immediately on 0800 20 18 20 if you think there is a gas leak or a possibility that your energy supply could be a hazard or danger to people or property; and
 - (c) do not interfere with any pipes or wires that supply energy to your premises.
- 3.2 More details on emergency procedures and safety information, including information on the procedures for reconnection after an emergency and to protect sensitive appliances from voltage spikes or other events outside of our reasonable control, can be found on our website.

4 ON-SITE GENERATION OF ELECTRICITY.

- 4.1 This part of the Specific Terms applies if you generate or store electricity on your premises and allow such electricity to be exported back into the network.
- 4.2 You may not, without our prior written consent, generate or store electricity, or allow electricity to be generated or stored, on your premises that will be exported into the network, nor attempt to do so. If we consent, our consent will be subject to the requirements set out in this part of the Specific Terms and any further conditions which we or the network owner may require, including conditions required by law or industry standards.

- 4.3 Subject to clause 4.2, you may generate and store electricity, and sell surplus electricity to us (by exportation back into the network), and we will purchase such surplus electricity provided that:
- (a) you are a current electricity retail customer of ours;
 - (b) your generated electricity and surplus energy is metered by the necessary metering equipment, including an export meter, installed in accordance with the terms of these Specific Terms;
 - (c) you:
 - (i) have made and maintain all necessary contractual and physical arrangements with the network owner in order to connect your generation equipment to the network and supply electricity into the network, and you comply with these arrangements at all times;
 - (ii) ensure that your generation equipment and your operation of such equipment complies at all times with any relevant standards, and any relevant statutory and regulatory requirements;
 - (iii) will be responsible for the safe operation of your generation equipment and for any damage to the equipment itself or to any other property or person as a result of the operation of the equipment (including, without limitation, for any voltage fluctuations or other matters concerning the quality of the electricity supply to your points of supply which may damage sensitive electrical equipment); and
 - (iv) will remain responsible for arranging any required insurance to cover the risk of damage caused by any electricity fluctuations and for installing back-up devices or making other arrangements to protect your generation equipment.
- 4.4 We will not be required to purchase electricity from you or meet any of our other obligations in respect of your generated, stored or surplus electricity if:
- (a) you no longer meet, or fail to meet, one or more of the criteria for supplying us with electricity under these Specific Terms and the agreement; or
 - (b) you breach any of your other obligations under these Specific Terms of the agreement.
- 4.5 If you do not have an export meter installed at your premises at the time you apply to us to export surplus electricity into the network, we will arrange for an appropriate export meter to be installed, and charge you for that installation.
- 4.6 All other rights and obligations under these Specific Terms and the agreement applying to meters will also apply to the export meter including, but not limited to, rights and obligations regarding access and meter reading.
- 4.7 We will pay you for your surplus electricity at our current generation rate (plus GST if you are GST registered). We may change our generation rate from time to time subject to the provisions for changing rates, fees and charges as set out in these Specific Terms and the agreement.
- 4.8 We will pay you for surplus electricity actually exported into the network which we have determined by reading your export meter (either physically or remotely and in accordance with these Specific Terms).
- 4.9 Payments due to you for your surplus electricity will be made by way of credit on your energy supply invoices issued in accordance with these Specific Terms and the agreement. Interest will not accrue or be payable on any credit balances.
- 4.10 You are responsible for advising us if you are registered for GST purposes, or if your GST registration status changes. We may require evidence to confirm this registration.
- 4.11 In the event that it is not possible for us to determine the details of the quantity of your surplus electricity for any reason, including any failure or inaccuracy in any metering equipment, or where you dispute our calculation of your surplus electricity, then the quantity of surplus electricity will be our reasonable estimate for the relevant period. This estimate will be based on your generation less your consumption during the relevant period based on historical information and having regard to your previous generation, exportation, and consumption data.

5 METERS AND METER READING.

- 5.1 In the majority of cases, a meter must be installed at each connection to measure our supply of energy. Unless we make other arrangements with you, we shall be responsible to provide, or arrange the provision of, the metering services. Different pricing options and different forms of energy (e.g. gas) may require separate meters.
- 5.2 If additional meters or meters of a different type are required for a specific pricing option, we may charge you for these. Please call us on 0800 20 18 20 for details of these charges.
- 5.3 We will ensure that meters and the associated metering services that we provide you comply with the applicable industry standards and codes of practice including as required by the code.
- 5.4 In some cases, we may not be able to install meters at your premises because:
- (a) the installation does not comply with legal requirements or the service provider's connection standards; or
 - (b) the metering equipment, when installed, represents a safety hazard.
- In these situations, you may need to fix or remedy any non-compliance or to repair any non-compliant equipment or safety hazard at your cost before the meter is installed. We may also require you to provide evidence of certification or compliance for your installation.
- 5.5 If the meter or meter reader fails to record your usage accurately, you will not be responsible to pay for more than our reasonable estimate of the energy supplied to you.
- 5.6 If ever you overpay because of any meter or meter reading error, once we become aware we will promptly adjust the balance of your account and this will be reflected on the next statement you receive. If you have underpaid because of a meter or meter reading error or billing error, we may invoice you for that underpayment immediately or the adjustment may appear on your next statement. The amount we charge will be based on the meter readings that we have available. In any event, we will comply with the code and any applicable regulations.
- 5.7 The meter must be kept at the location at which it is installed at your premises and should not be removed from that location. The meter is not and does not become (upon or following the termination of this agreement or otherwise) a fixture or fitting of the premises to which it is connected or a fixture or fitting that belongs to any person other than us or the meter equipment provider.
- 5.8 If we do not offer a pre-payment meter option in your area, we will, if requested by you, provide you with information about companies that do.

6 UNMETERED ENERGY SUPPLIES.

- 6.1 In some situations, we may agree to supply you with an unmetered energy supply. Where we have agreed to supply you with an unmetered energy supply you must provide us with, and keep up-to-date, all information we require to meet our obligations under applicable industry standards, codes of practice, the code and to the network owner. If you are unable to meet your obligations in respect of an unmetered energy supply, we may install a meter and we may charge you for this and/or undertake an audit of your energy use and charge you for the amount of energy we reasonably determine has been supplied to you. We may charge you for the cost of that audit. You must pay for the energy supplied in accordance with our unmetered energy rates.

7 SMART METERS.

- 7.1 On your premises we may have installed or may at any time replace your existing meter with, a smart meter or install a remote meter reading device on your existing meter.
- 7.2 We may install an aerial if there is a problem communicating remotely with the smart meter. We will discuss other options with you if installing an aerial does not overcome the communication issues.

- 7.3 If we have installed a smart meter at your premises, we generally will not need access to read the meter. However, if we are unable to communicate remotely with the smart meter, we may still need to read the smart meter manually or estimate the amount of energy supplied to you. We may also still access your premises for the reasons outlined in clause 8 of the General Terms (Access), even if you have a smart meter installed.
- 7.4 If we need to install a smart meter because of an access issue, we may charge you for the installation. We will let you know of any charges before we start the work, along with any ongoing changes to your pricing plan(s) before we start the work.
- 7.5 We may charge you a fee if you ask for a manual reading to be taken from a smart meter.

8 LETTING US GET TO YOUR METERS.

- 8.1 If the meters are inaccessible, we may require that you provide us with access. This could include providing us with a key to your premises, alarm codes, or such other necessary means of access depending on the situation. If your previous energy supplier holds a key or security code for your property, these Specific Terms give us permission to ask for and receive that key or security code from them.
- 8.2 If we have been unable to get to the meters, the amount of energy you've used may be assessed or estimated. We may also write to you and arrange for access so that the meter reader can read the meters on their next visit.
- 8.3 If, however, we are unable to regularly obtain rights of access to the meters installed at your premises we may consider this a material breach of this agreement, and we may disconnect your energy supply in accordance with this agreement.

9 HOW OFTEN ARE METERS READ?

- 9.1 We will normally schedule to read the meters at least once every second month and, in any event, we will read the meters in accordance with any requirements under the code or other applicable regulations or codes of practice. If the meter is at a remote site or has little or infrequent use, we may read it less often and request that you read the meter at the times requested by us and advise us of those readings.

10 METERING DATA.

- 10.1 You agree that we own all metering data and any other data collected by the meter and you must not obtain any data or information from our or our service provider's equipment other than by way of the services we provide to you under these Specific Terms and the agreement.
- 10.2 To the extent that any metering data or other data collected by the meter constitutes "personal information" for the purposes of the Privacy Act 2020, that metering data will be treated in accordance with our Privacy Policy.

11 THINK YOU'VE GOT A FAULTY METER?

- 11.1 If either of us believes the meter is faulty, we'll either test it on site or remove it for testing and replace it with a new manufacturer tested one. We'll advise you of the test results and retain the meter for 30 days in case you wish independent testing to be carried out. Our process for resolving meter issues will comply with the code, good industry practice and any applicable regulations. There may be a fee charged if you have requested the meter to be tested and it meets the applicable regulations and the standards. Please contact us on 0800 20 18 20 for the current price.
- 11.2 In addition, the network owner may also install and read check meters to ensure that our meters are giving accurate readings.

- 11.3 Tampering with meters is dangerous, a criminal offence and a material breach of these Specific Terms, which may lead us to disconnect your supply of energy. If you have moved into premises where you think that the meter has been tampered with, or seals have been broken, you must advise us immediately.
- 11.4 If the meter has been tampered with, you will be charged for the energy that we reasonably estimate that you would have used had the meter been working correctly. You may also be invoiced for the costs we incur (including for repair or replacement of the meter) if our investigations show that you or your representatives were responsible for the interference. We may also disconnect your supply of energy, cancel this agreement (including any other services you may take from us), and take legal action against you.

12 DISCONNECTING YOUR SUPPLY OF ENERGY.

- 12.1 In addition to the other rights of disconnection set out in these Specific Terms and this agreement we may disconnect the services and cancel this agreement:
- (a) without notice if we cease to have an agreement with the network owner that provides line function services to your premises; or
 - (b) if you materially or persistently breach these Specific Terms and the agreement and that breach is clearly established and not the subject of a dispute resolution proceeding and, if the breach is capable of being remedied, we have given you notice of the need to remedy the breach in order to avoid disconnection and you have not remedied that breach within 10 working days after we have given you that notice. We will also provide you with a final warning not less than 24 hours before disconnection. Termination for non-payment will follow the process specified in the General Terms.
- 12.2 Persistent breaches of these Specific Terms and the agreement can include, for example, but are not limited to, regular non-payment of invoices on their due date, persistent abusiveness to our staff, continued vexatious complaints, or the regular failure to grant access to your premises at reasonable times.
- 12.3 We may charge you a disconnection fee and additional costs may be incurred when we or the network operator disconnect your supply (including for each unsuccessful attempt to disconnect you where you do not give us reasonable access to your premises or meter).

13 RECONNECTIONS.

- 13.1 When you want reconnection after we've discontinued your service (or if your services have been disconnected due to a safety or emergency issue) - just call us. We will let you know the procedure for reconnection and our requirements to re-connect.
- 13.2 We may require that you are present at the time of reconnection or accept responsibility for the safety of the premises where you cannot be present.

14 NETWORK REQUIREMENTS.

- 14.1 We do not own the lines or pipes that supply you with energy. We have agreements with network owners to use their lines and/or pipes. Those agreements require us to include particular provisions in these Specific Terms with you.
- 14.2 You are responsible for some of the equipment used to supply you with energy. In particular you are normally responsible for the customer service line that supplies you with energy from the network to your point of connection.

- 14.3 The diagram below depicts typical points of connection for an urban domestic electricity supply but these can vary depending on the network owner's policy and historical arrangements. If you are unsure, please contact us on 0800 20 18 20 and we can put you in touch with the network owner so that they can advise you.



- 14.4 In this electricity supply example, the orange lines from the pole and the distribution box to the house are your responsibility. For gas, the point of connection is usually where your gas installation connects to the outlet of the gas meter. However, the situation varies from property to property and in accordance with each different network owner's policies and historical arrangements.
- 14.5 Please contact us or the network owner if you have any questions about your point of connection. We will tell you how you can locate the point of connection at your premises or, if we don't know, where you can get that information.
- 14.6 Unless we have agreed otherwise, we or a service provider is responsible for the meter, however, you are responsible for any repairs or maintenance that may be required to your meter board or box and any associated fuses and wiring. You must ensure that all equipment and appliances past your point of connection comply with all regulations, the distribution code and any safety or technical standards required for connection to the network. If you fail to comply with these responsibilities and requirements, we may disconnect your services.

15 DISTRIBUTION CODE AND CONNECTIONS.

- 15.1 You must ensure that your premises comply with the distribution code, regulations, good industry practice, any safety and technical standards and the network owner's reasonable requirements set out in our agreement with the network owner. If you are uncertain of these requirements please contact a registered electrician, electrical inspector or gas fitter in your area or Energy Safety (which is part of the Ministry of Business, Innovation, and Employment). We may be able to give you further information if you call us on 0800 20 18 20.
- 15.2 If you have more than one point of supply at your premises, you must ensure that there is no interconnection made between those points of supply without the prior written consent of the network owner.
- 15.3 You must not connect or disconnect any equipment directly to the network without the network owner's prior consent.

16 EQUIPMENT HOUSED AT YOUR PREMISES.

- 16.1 You undertake to provide and maintain, at no cost to the service provider or us, suitable space for the safe and secure housing of the service provider's and our equipment as deemed necessary by the service provider or us to be housed at your premises and you agree to protect this equipment against interference and damage. You further agree to comply with any reasonable requests about such protection made by the service provider or us.
- 16.2 You also agree to inform us of any damage or destruction to the equipment.
- 16.3 The network, including any part located on your premises, is and shall remain the sole property of the network owner. No provision of this agreement in relation to the network confers any right or interest in such property on you. However, in the case of gas, unless otherwise indicated, the network owner shall not be responsible for any pipe work and equipment installed downstream of the delivery point at your premises.
- 16.4 You will not, and you will ensure that your representatives and material and vegetation does not, interfere with or damage any of a service provider's or our equipment or the immediate connections to that equipment (including after termination of these Specific Terms) except to the extent emergency action has to be taken to protect the health and safety of persons or prevent damage to property. You will notify us as soon as possible if this should occur.
- 16.5 You will not and you will ensure that your representatives do not, use any of a service provider's or our equipment in breach of any legal requirement or so as to endanger the safety of any person.
- 16.6 You agree not to claim, nor attempt to give any other person, any ownership or security rights in any equipment on your premises owned by us or our representatives.
- 16.7 You will indemnify us, and we will indemnify you for any liability you or we may have to a service provider for any damage to the service provider's network equipment caused by your or our (or your or our representative's) negligence or willful act or omission respectively, including the failure to provide the protection required by these Specific Terms and the agreement.

17 YOUR EFFECT ON THE QUALITY OF SUPPLY.

- 17.1 If the characteristics of your equipment or demand or injection of electricity into the network in accordance with clause 12, interferes with the quality of supply of energy to any other person or interferes with the operation of any service provider's equipment including remote signal services, you must, upon the receipt of notice, remedy the interference at your cost as soon as practicable and, in any event, within a reasonable period specified in that notice.
- 17.2 If we agree to supply, you with electricity under these Specific Terms of the agreement you must ensure that the mean power factor of demand that is placed by you on the network must not be less than an average of 0.95 lagging across the whole supply to you per month. You also agree to use all reasonable measures to ensure that the level of harmonic voltages and currents injected back into the network from your premises conform with applicable codes of practice, any regulations and the code, insofar as the harmonic disturbances results from a cause within your control.
- 17.3 You must not convey or attempt to convey or receive any signal or other form of communication over the network, or any part of it, other than from us or the network owner, or cause or permit any other person to do so, without the prior written consent of the network owner.
- 17.4 Failure to comply with these standards after reasonable notice from us or the network owner may result in disconnection of your energy supply.
- 17.5 If we become liable to any third party as a result of interference caused by you or equipment under your control, you must indemnify us to the full extent of such liability and for all associated costs incurred by us, subject to our General Terms.

18 INTERRUPTION TO YOUR SERVICES.

- 18.1 Your services may be interrupted for emergency, maintenance, urgent safety reasons, or for the failure of the upstream transmission system. Where an interruption to your services is foreseeable and can be planned in advance you will be provided with written notice a minimum of four working days prior to when your services will be turned off. In some circumstances, however, urgent maintenance may be required which was not reasonably foreseeable. Where this occurs, and four working days prior written notice is not possible, we will take all practicable measures to contact you by phone or email to give you as much notice as possible about the shutdown.
- 18.2 Your services will be restored as soon as reasonably practicable after a shutdown. You can call us at any time on 0800 20 18 20 to get up-to-date information about energy shutdowns or to advise us of an interruption in your services. Information about supply interruptions will be updated in accordance with industry standards.
- 18.3 If we have agreed a price option under which we can remotely interrupt the services to some of your equipment (such as water heating), the network owner or we may, without notice, temporarily suspend the services to that equipment.
- 18.4 We may also restrict or ration your services if abnormal physical or economic supply conditions exist. This may include for example, where there are local or national energy shortages or capacity constraints, instances of extreme wholesale energy prices, or where rationing is required as part of an energy industry rationing plan, or otherwise to the extent required by law. We will notify you if this is to occur and will further notify you as soon as we are able when normal service is to resume.
- 18.5 You must comply with any direction to limit your gas usage given by us in performance our obligations under any law or regulations. You should tell us of any events or circumstances that you believe are relevant to your gas usage during any critical contingency event.

19 LIABILITY FOR LOSS OR DAMAGE.

- 19.1 If the network owner, meter equipment provider or other service provider causes you loss or damage you may wish to advise us. It will be a decision, in our sole discretion, whether to seek to recover any sum from that person in respect of the loss or damage you have suffered. If we recover any sum from the network owner, meter equipment provider, or other service provider, we will forward to you the amount so recovered (less our reasonable costs of recovering such sum) which is applicable to you. If we do so, and should you ask, we will advise you how that amount was determined. Other than paying you such amount and complying with our obligations under the Consumer Guarantees Act 1993, we will have no liability to you in respect of any defaults by the network owner, meter equipment provider, or other service provider or any other third person.
- 19.2 Without limiting the foregoing, if you are obtaining energy pursuant to these terms for the purposes of a business, the Consumer Guarantees Act 1993 shall not apply to that supply and the provision of the line function services for the purposes of that supply, but otherwise does not limit your rights under the Consumer Guarantees Act 1993.
- 19.3 If you on-sell energy supplied to you in breach of this agreement, you must ensure that all agreements you have with the end-consumer include provisions to this effect.

20 DIRECT AGREEMENTS WITH THE NETWORK OWNER.

- 20.1 If you have a direct agreement for line function services with the network owner, the provisions set out in clause 14 of these Specific Terms that relate to your obligations to, and the rights of, the network owner do not apply to you, but this will not affect your other obligations and our rights set out in this clause 20.
- 20.2 If you are connected to a network where the network owner requires a direct agreement with you for the provision of line function services, you must comply with the terms of that agreement. Any complaints related to the services provided to you under a direct agreement with a network owner should be referred to the network owner.

21 TERMINATION.

- 21.1 Except where you have an agreement with us for a fixed or minimum term, if you no longer require us to provide the services and/or you would like to switch to another energy supplier, tell us at least three working days prior to when you want our supply to cease and provide to us your forwarding address if you are moving.
- 21.2 If you give us less than three working days' notice, you will remain liable for all charges until we have completed a final meter read. For calculating your final invoice, we will undertake a final meter reading, estimate the final meter reading or rely on a reading provided by you.
- 21.3 If you do not advise us that you wish to cease our services, you will be responsible for paying for any energy used and other charges incurred while the premises remain connected to the network. This applies even if you no longer occupy the premises. You remain liable until:
- (a) a new customer has notified us that they have taken over responsibility for energy supply at the premises; or
 - (b) the date when the premises are disconnected.
- 21.4 Where a fixed or minimum term applies, if you terminate these Specific Terms or the agreement before the end of the fixed or minimum term (or we do so for any of the reasons specified below in clause 21.8 before the end of the fixed or minimum term), you will incur any applicable early termination fee(s).
- 21.5 In respect of your termination of supply we will comply with the regulations, industry standards and the code. If you are switching to another energy supplier, the termination of this agreement will be effected in accordance with all relevant regulations and any accepted industry arrangements, guidelines, protocols and any other voluntary standards relating to switching that we are a party to, and we will facilitate the switch.
- 21.6 You may elect to terminate the supply of one energy type and continue to receive the other energy type from us.
- 21.7 If we cease to provide the services to you:
- (a) you will remain responsible to pay your final account and all outstanding debts due to us (including any collection and legal costs);
 - (b) for so long as you continue to occupy the premises previously supplied by us, you will continue to provide rights of access and protect our and each service provider's equipment as set out in these Specific Terms and the agreement.
- 21.8 We may terminate these Specific Terms and the agreement with you as set out in these Specific Terms (in particular clause 12), and as set out in the General Terms.
- 21.9 If we terminate these Specific Terms and/or the agreement for one of the reasons listed in clause 21.8 above, you will:
- (a) be liable for any applicable disconnection and termination fees, including any early termination fees, except to the extent that we or our service providers caused the termination;
 - (b) still have to pay for all services that we provide to you up until the effective date of termination;
 - (c) pay any recurring charges or charges that are subsequently billed that are owed by you until the effective date of termination or the end of your current billing period (whichever is later); and
 - (d) be liable for any subsequent reconnection fees.
- 21.10 If you terminate these Specific Terms or the agreement, you will:
- (a) be liable for any applicable disconnection and termination fees, including any early termination fees, unless you are terminating in accordance with clause 20.7 of our General Terms (Detrimental Change), and except to the extent that we or our service providers caused the termination;
 - (b) still have to pay for all services that we provide to you up until the effective date of termination;
 - (c) pay any recurring charges or charges that are subsequently billed that are owed by you until the effective date of termination or the end of your current billing period (whichever is later), unless you are terminating in accordance with clause 20.7 of our General Terms (Detrimental Change); and
 - (d) be liable for any subsequent reconnection fees.
- 21.11 You will not be liable to pay early termination fees under clauses 21.9 or 21.10 where we or our service providers have caused the termination, or where we have otherwise breached our agreement with you.

22 DEFINITIONS AND INTERPRETATION.

22.1 Clause and other headings must be ignored in construing these Specific Terms and references to the plural include the singular and vice versa. In these Specific Terms, "Mercury", "we", "our", or "us" are used when referring to Mercury NZ Ltd (including its employees, agents, contractors, successors and assignees), and we say "you" or "your" when referring to you, our customer. If we use the word "including" or "for example", this applies as if the words "but without limitation" were also set out. Capitalised words used in these Specific Terms that are not otherwise defined in these Specific Terms have the meaning given to them in the agreement. Where the following terms are used in these Specific Terms, they have the following meanings:

"code" means the Electricity Industry Participation Code 2010 and the gas industry rules and regulations as may be amended or substituted from time to time.

"distribution code" means the relevant standards (by whatever name called) as may be issued and amended by the network owner from time to time which must be met by your premises for continuing connection to the network, and other related matters.

"energy" means electricity and/or piped gas.

"equipment" means any fittings, meters or other equipment that form part of the system that supply energy to you.

"export meter" means equipment installed at your premises that is used to measure surplus electricity.

"fee" means a charge for services provided such as (but not limited to) account establishment, reconnections, disconnections, disconnection notices, payment dishonours, arrangement fees, lodgement and agency payment arrangements, internal fault call outs, non-registration administration, tariff changes or tariff combining, special or final meter reads, meter tests, and other sundry services provided as determined from time to time by Mercury.

"fittings" means wires, pipes, plant and equipment used in the delivery or use of electricity or gas.

"gas" means natural gas.

"generation equipment" means any equipment located at your premises that is used for the generation and/or storage of electricity, and/or the exportation of surplus electricity back into the network.

"good industry practice" means the exercise of that degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person engaged in the same type of undertaking under the same or similar conditions in New Zealand at that time.

"GST" means goods and services tax under the Goods and Services Tax Act 1985.

"ICP" means installation control point.

"industry standards" means accepted industry arrangements, guidelines, protocols and codes of practice as well as good industry practice.

"line function services" means the provision, maintenance, and operation of fittings in accordance with our agreement with the network owner for the supply of energy to your premises.

"meter" means metering equipment and other apparatus to measure the quantity of energy conveyed to your relevant point of connection and/or the quantity of electricity generated at you premises and exported back into the network (if applicable) and/or your patterns of energy usage and/or energy demand, and any associated relays and includes all associated fittings, aerials, pre-payment metering equipment, remote meter reading devices and export meters.

"meter equipment provider" means an entity that owns and/or is responsible for installing, maintaining and repairing meters located at your premises.

"metering services" means the provision and maintenance of meters, relays, ripple receivers, collection of data from the meters and ancillary services as determined by Mercury.

"network" means the network owner's system for the conveyance of energy.

"network owner" means the person that owns or operates the network to which your premises are connected.

"person" includes a corporation.

"point of connection" means the point at which the responsibility for the equipment that supplies energy transfers between the network owner and you.

"premises" means any premises all or part of which you occupy or on which metering or other equipment is installed.

"regulations" means the Electricity Industry (Enforcement) Regulations 2010, the Gas Act 1992, technical electricity and gas codes of practice, and other relevant regulations, guidelines, protocols, industry standards and codes of practice as may be amended or substituted from time to time.

"representatives" means employees, agents, contractors, professional advisors, invitees, or other authorised persons, or persons for whom any of the foregoing is responsible including sub-agents and sub-contractors.

"rights of access" means:

- (a) safe and unobstructed access to and within your premises; and
- (b) reasonable use of facilities and amenities available to you and ordinarily used in association with our or the network owner's equipment; and
- (c) the right to gain immediate access to your premises for LPG delivery, meter reads and disconnection and reconnection services or where we or the network owner or equipment supplier reasonably believe there is immediate danger to persons or property.

"service provider" means the network owner and meter equipment provider or other third party which provides equipment or services to us to allow or facilitate our supply of energy.

"smart meter" means a meter that communicates remotely with us.

"surplus electricity" means the electricity produced from your generation equipment which is over and above your electricity requirements at your premises and which is exported to the network with the agreement of the network owner.

"Transpower" means Transpower New Zealand Limited, its successors and assigns, and any other entity or entities which at any time operates the principal national electricity distribution system, or any substantial part of that system.

23 OUR CONTACT DETAILS.

We're here to help. If there's anything here that seems unclear, or if there's any question you want to ask us:

- You can email questions to customerservice@mercury.co.nz or call us on 0800 20 18 20.
- You can visit our website, mercury.co.nz, or contact us via web chat at ask.mercury.co.nz
- You can write to us at:
Mercury
Private Bag 12023
Tauranga Mail Centre
Tauranga 3143

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