

# SOLAR BUDDY PROGRAMME TERMS AND CONDITIONS FOR BUDDIES.



**Effective date 1 October 2024**

This programme is provided by Mercury NZ Ltd, trading as Mercury (Mercury)

## 1. INTRODUCTION

- 1.1 The Form and these special terms and conditions are in addition to, and form part of, our **General Terms and Conditions for Residential Customers** and apply to customers who have registered to be a Buddy under our Solar Buddy programme.
- 1.2 The Solar Buddy programme allows you, as a Buddy, to purchase electricity supplied to you by us at the Selling Rate. For the avoidance of doubt, you will receive electricity from the network, and not the specific electricity that was generated by the Seller. In these special terms and conditions, references to "sale" or "supply" of electricity generated by the Seller to you are references to sale by us of electricity available in the network to you, in the volumes determined in accordance with these special terms and conditions.
- 1.3 The Form and these special terms and conditions govern the relationship between us relating to your purchase of electricity under the Solar Buddy programme. These terms and conditions will prevail if there is any conflict or inconsistency between them and the **General Terms and Conditions for Residential Customers** however, if there is any conflict with our **Electricity and Piped Gas Terms and Conditions**, those terms will prevail.

## 2. SUPPLY OF EXPORTED SOLAR POWER BY US TO A BUDDY

- 2.1 You may purchase electricity under the Solar Buddy programme provided that:
  - (a) you have applied to be registered, and have actually been registered, or we have registered you as a Buddy if you are eligible;
  - (b) the Seller continues to be registered as a seller under the Solar Buddy programme;
  - (c) your premises are connected to a network where we are a retailer of electricity;
  - (d) we supply electricity to you as our customer under our **General Terms and Conditions for Residential Customers** and our **Electricity and Piped Gas Terms and Conditions**; and
  - (e) you have not been removed as a Buddy by the Seller, or by Mercury in accordance with these special terms and conditions.

A Buddy can only be registered by one Seller., A Buddy cannot also be registered as a Seller at the same address (and vice versa).

- 2.2 We may apply, at our discretion, certain other eligibility criteria on the registration of Sellers and Buddies under the Solar Buddy programme.
- 2.3 If you fail to comply with the eligibility requirements set out in clause 2.1, Mercury may terminate your participation in the Solar Buddy programme in accordance with clause 4.2.

In each month that the above requirements continue to be satisfied and while we continue to offer the Solar Buddy programme, we will supply to you, at the Selling Rate electricity at a volume allocated equally across each of the Seller's Buddies (where there is more than one) up to a maximum of 50kWh.

## 3. FEES AND CHARGES

- 3.1 In the monthly account we send you for payment, while you remain a Buddy under the Solar Buddy programme, the fee payable for the electricity we supply you under the Solar Buddy programme will be charged at the Selling Rate (plus GST). We will give you a credit, at our applicable charges (plus GST), for the equivalent amount of electricity. The balance of the electricity supplied to you will be charged in accordance with our applicable charges (plus GST).
- 3.2 In the event that it is not possible for us to determine the details of the quantity of surplus electricity supplied to us by the Seller for any reason and / or the quantity of electricity supplied by us to you, including due to any failure or inaccuracy in any metering equipment, or where there is a dispute over the calculation of the Seller's surplus electricity or the electricity supplied to you, no credit will be applied.
- 3.3 The payments we make for electricity under Solar Buddies may be processed and applied on a different cycle to your monthly bill. For example, we may need to carry Solar Buddy credits forward to future bills for reasons including, but not limited to, meter reading cycles and processing delays.

#### 4. TERMINATION OF SOLAR BUDDY PROGRAMME

- 4.1 If you no longer wish to participate in the Solar Buddy programme as a Buddy for whatever reason, you must provide us with at least five working days' notice of this.
- 4.2 If you fail to meet the eligibility requirements set out in clause 2.1, Mercury may terminate your participation in the Solar Buddy programme on five working days' notice.
- 4.3 Mercury may terminate the Solar Buddy programme at any time on not less than two months' written notice to you. The Seller may terminate your participation as a Buddy of the Seller at any time on five working days' written notice to Mercury.
- 4.4 Mercury will not be required to supply you with electricity under the Solar Buddy programme if you do not comply with any of your obligations under these special terms and conditions or under our **General Terms and Conditions for Residential Customers** or the Electricity and Piped Gas Terms and Conditions but this does not affect our respective rights under the **General Terms and Conditions for Residential Customers** or the **Electricity and Piped Gas Terms and Conditions**.

#### 5. DEFINITIONS AND INTERPRETATION

- 5.1 Clause and other headings must be ignored in construing these special terms and conditions and references to the plural include the singular and vice versa. In these special terms and conditions, Mercury, we, our, or us are used when referring to Mercury (or any assignee), and we say you when referring to you, our customer.
- 5.2 Unless specified otherwise, terms defined in the **General Terms and Conditions for Residential Customers** or the **Electricity and Piped Gas Terms and Conditions** and used in these special terms and conditions have the same meaning as given to those terms in the **General Terms and Conditions for Residential Customers** or the **Electricity and Piped Gas Terms and Conditions**.
- 5.3 In these Solar Buddy terms, the following terms have the following meanings:
- "Buddy"** means each person identified as such in the Form.
- "General Terms and Conditions for Residential Customers"** means Mercury's General Terms and Conditions for the supply of energy to its retail customers, as amended from time to time.
- "Electricity and Piped Gas Terms and Conditions"** means Mercury's standard terms and conditions for domestic generation of electricity, as amended from time to time.
- "Form"** means the Solar Buddy programme registration form for buddies to which these special terms and conditions are attached.
- "GST"** means goods and services tax charged under the Goods and Services Tax Act 1985, at the rate prevailing from time to time, including any tax levied in substitution for that tax;
- "Seller"** means the Mercury customer identified in the Form as the seller.
- "Selling rate"** means the price at which we will sell the Seller's exported electricity to you, which will be a rate which is no higher than the rate specified by the Seller in the Seller's Form or 50c/kwh (whichever is the lowest).