

# SOLAR BUDDY PROGRAMME TERMS AND CONDITIONS FOR SELLERS.



**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 Seller under our Solar Buddy programme.
- 1.2 The Solar Buddy programme allows you, as a Seller, to export surplus electricity generated at your premises back into the network for sale by us to your Buddies at the Selling rate. For the avoidance of doubt, Buddies will receive electricity from the network, and not the specific electricity that was generated by you. In these special terms and conditions, references to "sale" or "supply" of your electricity to your Buddies are references to sale by us of electricity available in the network to your Buddies, 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 the sale of your exported surplus 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. PURCHASE OF EXPORTED SOLAR POWER BY US

- 2.1 You may sell electricity under the Solar Buddy programme provided that:
- (a) you have applied to be registered, and have actually been registered by us, as a Seller if you are eligible;
  - (b) you generate electricity at your premises and are in compliance with our **Electricity and Piped Gas Terms and Conditions**;
  - (c) you are a Mercury customer at the generation premises; and
  - (d) you have at least one Buddy, who must also be a Mercury customer.
- A Buddy can only be registered by one Seller. A property registered as a Buddy cannot also be registered as a Seller (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.
- 2.4 In each month that the above requirements continue to be satisfied and while we continue to offer the Solar Buddy programme, we will purchase your surplus electricity from you for sale to your Buddies, as well as any remaining surplus electricity not supplied to a Buddy.
- 2.5 We will allocate the electricity supplied in that month equally across each Buddy (where there is more than one) up to a maximum of 50kWh per Buddy.

## 3. FEES AND CHARGES

- 3.1 We will pay you for the quantity of electricity you supply us in a month and which we supply to your Buddy or Buddies in that month at the Selling Rate (plus GST, if you are GST registered and your surplus electricity is generated as part of your business activity for GST purposes) specified in relation to each Buddy.
- 3.2 The Maximum price we will charge each Buddy is the price specified in the Form or 50c/kWh, whichever is the lowest. We reserve the right to sell to your Buddies at a price lower than this at our sole discretion.

### Example

If we sell to Buddy 1 at the Selling Rate of 10 cents/kWh and Buddy 1 receives 50 kWh of electricity in the relevant month, we will pay you \$5.00 (plus GST, if any).

- 3.3 In addition to the amounts payable for the electricity supplied to your Buddy or Buddies, we will pay to you the solar surplus rate (plus GST, if any) as specified in the Form for any remaining surplus electricity not supplied to a Buddy, noting that GST will apply as outlined in 3.1.

- 3.4 In the event that it is not possible for us to determine the details of the quantity of your surplus electricity for any reason and / or the quantity of electricity supplied to a Buddy, including due to any failure or inaccuracy in any metering equipment, then no credits will be applied.

#### 4. TERMINATION

- 4.1 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. We will include the electricity you supply to us on your monthly bill. You must not invoice us for the surplus electricity you supply to us.
- 4.2 If you no longer wish to participate in the Solar Buddy programme as a Seller for whatever reason, you must provide us with at least five working days' notice of this.
- 4.3 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.
- 4.4 Mercury may terminate the Solar Buddy programme, at any time on not less than two months' written notice to you.
- 4.5 We will not be required to purchase your electricity under the Solar Buddy programme if you do not comply with any of your obligations under these special terms and conditions, under our **General Terms and Conditions for Residential Customers** or under our **Electricity and Piped Gas Terms and Conditions**.
- 4.6 You may terminate the participation of any of your Buddies at any time on at least five working days' written notice.

#### 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 **Electricity and Piped Gas Terms and Conditions** or 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.

**"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;

**"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 registration form for Sellers completed and submitted by you and to which these special terms and conditions are attached.

**"Seller"** means the person selling exported surplus electricity to Mercury, identified as such in the Form.

**"Selling rate"** means the price, or prices, at which we will sell your surplus electricity to your Buddies, which will be a rate which is no higher than the rate specified in the Form or 50c/kWh (whichever is the lowest).

**"Solar surplus rate"** means the price specified in the Form at which we will buy from you electricity generated at your premises and exported into the network which is in excess of the quantity to be supplied to your Buddies.