

## **General T&Cs**

**June 2020**

### **1. When these terms and conditions apply and who is responsible under them**

#### **1.1. When they start to apply:**

These terms and conditions start applying to you when you ask us to start supplying electricity to any property (an address which we supply electricity to, including land and buildings there) and we agree to supply electricity to you. If you ask us to supply electricity to more than one property and we agree to, these terms and conditions will apply to all those properties. These terms and conditions continue to apply after we have ceased to supply electricity to you, until you have satisfied all of your obligations to us under these terms and conditions (including payment obligations) and, in relation to your obligations to network companies and metering equipment providers in relation to their equipment, for an additional period of 6 months.

#### **1.2. Moving into a property we already supply:**

If you move into a property at which we are already supplying electricity and we have not agreed to supply electricity to you at that property before you move in:

- a. you will be required to pay for the electricity you use at that property from the time you move in;
- b. these terms and conditions apply from the date you moved into the property; and
- c. you will supply us with evidence to show the date you moved into the property.

#### **1.3. Information you provide to us must be true:**

You are responsible for telling us the truth. If we ask you to provide reasonable evidence to support information you have provided to us, you agree to provide that information. For example, we may ask you to confirm your identity by providing photo identification such as a passport or driver's licence. If we believe on reasonable grounds that you have provided incorrect or fraudulent information, then without limiting our other rights we may take any of the actions outlined in clause 8.6. If you set up an account using someone else's information without their express consent or you use made-up information, you will be personally responsible under these terms and conditions and not the other person, whether real or made-up.

#### **1.4. Authorised people on your account:**

You can have someone else be an authorised person in relation to a property. This means that that authorised person can operate your account for that property with us and instruct us as if they were you. You are responsible for all actions of each authorised person.

## **1.5. Responsibilities of all people named on your account:**

If more than one person is named as the customer on an account, each of those people are individually responsible to us under these terms and conditions. This means that we can require any of these people to meet all of the obligations under these terms and conditions, including the payment of all our charges for all properties on the account. Every person who wants to be named as a customer on an account needs to give us their consent.

## **2. We will supply electricity to you and fix issues that occur**

### **2.1. We will:**

- a. Supply electricity: supply electricity to you in accordance with these terms and conditions;
- b. Be available: provide you with as much online and telephone help as we reasonably can;
- c. Resolve problems: run a 24/7 fault service to respond to problems with supply of electricity to your property.

### **2.2. Using some third parties (identified below) we will also:**

- a. Get the electricity to your property: supply electricity to your property through the power lines on your electricity network. We arrange this with the network company relevant to your property. If you have a contract with the network company directly, this will be arranged by them and we won't do it for you;
- b. Work out how much electricity you use: measure the electricity that we supply to you. This involves us arranging for a provider of metering equipment to ensure a meter is installed at each property so that it can measure your consumption and remotely communicate this back to us.

### **2.3. How electricity is supplied to you:**

Each property will have a point of connection to the power lines. For most residential properties, this point of connection will be on a power pole outside the boundary of your property. You can get the exact location confirmed by your network company.

### **2.4. Stay safe:**

**All parts of the electricity supply system, including the lines and wires on your property, should be treated as live at all times. Stay safe around them.**

### **2.5 Sometimes we are not able to meet our obligations to you:**

We are not required to carry out our responsibilities if an event has occurred which is beyond our reasonable control and which prevents or delays us from carrying out those responsibilities. Some examples are:

- a. our website or app is unavailable;
- b. our arrangements with an electricity metering provider have been suspended or ended;
- c. our arrangements with a network company have been suspended or ended; or
- d. a network company cannot supply electricity to a property. We will continue to perform our responsibilities that are not affected by the event and we will do everything we reasonably can to make sure your electricity supply is returned to normal as soon as is reasonably practicable. We are not responsible for any damage that results from fluctuations in electricity supply, frequency or voltage, unless and to the extent such fluctuations were caused by our direct actions and, in each case, were not caused by events beyond our reasonable control.

### **3. Issues with our supply of electricity to you**

#### **3.1 Fixing problems with the supply of electricity:**

The electricity supply system is complex and sometimes parts of it may not function as they are supposed to, for example if there is a storm or an accident, or if the supply needs to be urgently cut off for safety reasons. When this happens, the supply of electricity to you may be interrupted or otherwise affected. Using third parties, we will do our best to make sure that the supply of electricity to your property is fixed as soon as we can in the circumstances. We will continue to perform our responsibilities that are not affected by these events and we will do everything we reasonably can to make sure your electricity supply is returned to normal as soon as is reasonably practicable. We are not responsible for any damage that results from fluctuations in electricity supply, frequency or voltage, unless and to the extent such fluctuations were caused by our direct actions and, in each case, were not caused by events beyond our reasonable control.

#### **3.2. Work by network companies may affect supply of electricity:**

Sometimes network companies need to do work on their networks and this may have an effect on the supply of electricity to you. When they do this they usually give at least 4 working days' notice. Sometimes they have to do urgent work and will give as much notice as they can. If they do not notify you directly, we will give you as much notice as we reasonably can and it will generally be about the same as the notice they give us.

#### **3.3. We recommend you protect your property and appliances:**

Installing surge protection can protect your appliances from fluctuations in frequency, voltage and problems with the electricity we supply.

### **3.4. We recommend you have insurance:**

We recommend you have insurance for damage that may result from fluctuations in frequency, voltage and problems with the electricity we supply.

### **3.5. Who to contact:**

When there is a problem, or you think that there might be one, with our supply of electricity to you, you should call us on 0800 435 425 (4 FLICK). This service is available on a 24-hour basis and is free to call from your cell phone. We will regularly update information about a supply interruption, in accordance with good industry practice in New Zealand. You can also find out about supply interruptions directly from your network company.

### **3.6. Let us know if you have special circumstances we should know about. You need to keep us informed. Tell us if:**

- a. You rely on medical equipment: you or someone else who lives at the property has critical medical support that relies on the supply of electricity to keep it operating properly; or
- b. Your health is at risk: there is a real and genuine threat to your health or wellbeing (or someone else who lives at the property) because of health, age or disability; or
- c. Your financial circumstances change: you experience temporary or permanent financial hardship that makes it genuinely hard for you or someone else who lives at the property to pay for the electricity we supply to your property.

## **4. Working out how much electricity we supply to you**

### **4.1. Smart meter installation:**

In order to supply your property we need to ensure there is a smart meter at your property. It may be that we can arrange for a smart meter to be installed at your property. If this is possible we will supply you with a copy of our Smart Meter Upgrade T&Cs.

### **4.2. Meter reading and estimates:**

We will work out how much electricity we supply to your property by remotely reading the meter on a regular basis or, if we have not read the meter, are unable to read the meter for any reason, or some or all usage data is missing from our attempts to read the meter, we may estimate the amount of electricity supplied to that property. We may also send out a meter reader to physically read your meter. If we need to estimate any usage data we will do so in accordance with clause 5.6.

Alternatively, you can call us for a simple explanation as to how we have calculated the estimated supply.

#### **4.3. No unmetered supply:**

Due to the nature of our business, we are unable to supply electricity to you as a customer if you have or come to have any unmetered supply connected to your property. Should you already be a customer of ours and you introduce an unmetered supply to your property, or are found to have unmetered supply to your property, you will be immediately required to choose another retailer to supply you with electricity in accordance with clause 4.7, and our contract with you in respect of that unmetered supply will be at an end.

#### **4.4. Problems with your measured supply:**

If you think that the meter is not correctly recording the amount of electricity that you are supplied, you need to tell us. If you ask us to test a meter, or if we decide to test it, and we find it is not within the industry standards of accuracy, we will work out what your actual electricity usage should have been, and we will debit or credit your account accordingly. If you ask us to test a meter, and it is found to be accurate, we may charge you for that meter test.

#### **4.5. Remote communication problems with your meter(s):**

Your smart meter is designed to remotely communicate your half-hour consumption information to us. This half-hour consumption information is crucial to our ability to service you as our customer due to the nature of our business. In order to remotely communicate, your meter requires sufficient cellular signal strength so it can connect to the central database. Should your meter have or come to have insufficient signal strength that does not resolve itself within 5 calendar days:

- a. We may initiate an investigation and contact you to discuss possible causes;
- b. It's possible that a site visit may be required to determine the cause of the communication issue. If this site visit reasonably determines you have knowingly contributed in any way to the reduction in signal strength (usually due to new construction on your property, but includes any tampering with the meter or its ability to communicate) then you will be charged for this site visit, and any subsequent visits required to attempt to resolve this issue in accordance with clause 8;
- c. Any site visit does not guarantee resolution, and if we are unable to reasonably resolve this communication issue we will be unable to continue to service you as a customer. This means you will be required to switch to another retailer to supply you with electricity in accordance with clause 4.7;
- d. If you were to initiate a switch to another retailer, this will not absolve you of your responsibilities under clause 8 should you be found to have contributed to the failure of your meter's ability to remotely communicate.

#### **4.6. Metering standards:**

All meter readings, tests and associated processes will be done in accordance with relevant New Zealand industry protocols and codes of practice.

#### **4.7. When we are unable to continue to provide you with our service:**

We may require you to find another retailer to supply you with electricity in accordance with clause 4.3 and/or clause 4.5. If this is required, we will first attempt to switch you back to the previous retailer that supplied your property. If this is not possible, then you must choose another retailer and initiate a switch to them within 3 working days of us notifying you.

### **5. Paying for the electricity we supply you**

#### **5.1. You are responsible for paying:**

You must pay for all of the electricity we supply to each property, including where some or all of that is estimated by us. It is your responsibility to pay for all of the electricity supplied to your property from the date you moved into the property, including the cost of delivering that electricity to your property. If you have opted to pay us by credit or debit card you will incur a surcharge of 1% on your total electricity invoice, which will be clearly detailed on your invoice. The 1% surcharge is incurred when each invoice is generated. This means when you have opted to pay by credit card our system adds the 1% fee to the total invoice amount regardless of whether some or all of that invoice is paid by account credit or credit card. You may also be responsible for paying other charges as set out in clause 6.7.

#### **5.2. Do not damage metering equipment:**

Be careful not to damage any of the metering and other equipment on the property because you may also be responsible for paying to fix any such damage.

#### **5.3. When invoices are issued and when you need to make payment:**

When we have determined the amount of electricity supplied to a property in accordance with clause 4, we will calculate your daily cost. We will do this every day, so you can track your electricity expenditure. We issue invoices covering your electricity expenditure for the prior billing period. You will be notified on your invoice of the payment due date, which will be no less than 2 working days following the date of your invoice. Your nominated bank account or credit or debit card will be debited on this payment due date.

#### **5.4. What happens if you do not pay us:**

If you do not pay us for any amount you are responsible for and which is due under these terms and conditions, or if payment from the bank account you have authorised us to direct debit money from or the credit or debit card you have authorised us to charge is dishonoured, cancelled or refused, we can:

- a. Attempt again to debit your nominated bank account or credit or debit card (we will give you at least 24 hours' notice);
- b. Charge you our reasonable costs or fees in collecting money you owe us, including bank fees, credit agency fees, legal and court fees;
- c. Start our debt process, which may in some circumstances lead to disconnection of the electricity supply to any property supplied under these terms and conditions. If your supply is disconnected, you may be charged fees, including for example a disconnection site visit fee. These will be notified to you before your electricity supply is disconnected.
- d. If you have been in our debt process, and you switch to another retailer or have your supply disconnected, we may not be able to take you on as a customer again. If we do allow you to open another account, and you again fail to pay us for an amount you owe us under these terms and conditions, we may require you to switch to another retailer.

#### **5.5. Terms of payment:**

You need to:

- a. always pay us in full (that means that you cannot deduct amounts from the amount you owe us);
- b. authorise us to direct debit money from a specific bank account or charge money to a specific credit or debit card for amounts you owe us;
- c. ensure that the bank account you have authorised us to direct debit money from or the credit or debit card you have authorised us to charge is up to date and that it has sufficient clear and accessible funds to cover all payments to us at the time for payment, otherwise the provisions in clause 5.4 may apply.

#### **5.6. How estimates work and what you will be charged:**

If:

- a. the meter at a property has incorrectly measured the amount of electricity used; or
- b. the meter reading cannot be taken; or
- c. we cannot access a meter (including remotely) for a long period of time even though you met your access obligations under clause 7; or
- d. we do not have complete or correct records of your electricity usage or any other components used to calculate your charges available at the time,

then we will estimate what the actual electricity usage at the property should have been by building a profile of your usage based on either; up to the last 4 weeks of data or an average user profile. We will then charge the estimated usage based on the pricing plan that you have selected when you join Flick; or, if you are on a wholesale price plan we will apply our most standard fixed rate plan.

Where possible, any estimated usage data, including usage information you have provided to us, will be updated with actual usage data, or if we cannot retrieve actual data, finalised estimate data will then be treated as if it were actual data. Where we can, and if it is required, we will then either credit or debit your account for any differences in calculated charges. We will act reasonably and will take into account whether either of us contributed to the error or could reasonably have been expected to know of it. In the event we cannot provide you with an invoice for over 2 months we will work with you to arrange for you to pay that amount over the following 2 months.

#### **5.7. What to do if you think our invoice or our estimate is wrong:**

If you want to dispute an invoice or the calculations in clause 5.6:

- a. you should raise your dispute with us in writing prior to the date your next invoice falls due for payment. If necessary, we will hold the disputed amount separately; or
- b. if you do not raise a dispute with us prior to the date your next invoice falls due for payment, then we will deduct the calculated charge for this electricity from your specified bank account or charge your authorised credit or debit card.

#### **5.8. Checking your usage on your online account:**

The online account on our website will have a statement showing your electricity usage, costs and any other fees and charges together with invoices for them.

#### **5.9. We might ask you for a bond:**

We may require a bond from you before we can supply or continue to supply electricity to your property. This bond is used to provide a level of security in case you default on your account. If we require you to comply with this clause, you must do so.

#### **5.10. The terms of any bond:**

If we exercise clause 5.9, we will tell you why we need to, how much we require, when it must be paid to us, how long we will keep it, how we will repay it and other relevant information. The amount of the bond will be reasonable and will take into account an estimate of our financial exposure to you in the event that you do not pay your invoices. We do not pay interest on bonds.

#### **5.11. Credit balances on your account:**



In the event you have a credit balance on your account, it may only be used to pay for electricity supplied by us.

In ordinary circumstances you should not build up a material account credit balance while you are a customer. If your account credit balance does build up it should be applied to your next invoice(s). If you build up an account credit balance (excluding promotional credit) while you are a customer and you would like a refund please contact us. We may limit the frequency, set a minimum amount and/or specify a charge for processing account balance refunds while you are a customer.

After you close your account with us and all your payment obligations to us have been satisfied, we will refund any credit balance on your account to you (this will not include promotion credits you have received and not used).

## **6. Our pricing and other amounts we may need to charge you**

### **6.1. Your electricity pricing at your property:**

Pricing for the electricity we supply may be different for each property supplied by us. The reason for this is that there are pricing variations (including, for example, the metering set up, or the time of day that electricity is used) that will apply to each property.

### **6.2. Changing your pricing plan:**

If you ask us to change your plan, for example if you want to change your Flick pricing option, your metering set up, or if you need to change between low and standard user plans, then we will make such change if we are able. Usually these changes will be made within 15 working days or in time for your next billing cycle (whichever is longer), unless we notify you of a specific reason why it is taking longer. In some cases, there may be fees associated with this, which will be notified to you.

### **6.3. Rate eligibility:**

If you stop being eligible for the rate you are on because it is discovered that you no longer meet the criteria for that rate, we may require you to change to an alternative rate and if we do we will give you 30 days' notice in writing in advance. If it is discovered that you are not eligible for a rate because you provided us with inaccurate information when you signed up with us, we may, change the pricing plan you are on to a plan you are eligible for (taking into account the revised information) without notice.

### **6.4. Your electricity pricing:**

We will charge you for electricity and related services as detailed in your pricing plan, in accordance with your Plan Specific T&Cs and any other special T&Cs that apply to you for each property you have with us. Your ordinary electricity invoice is made up of:

- a. the generation component, which may be the wholesale cost of electricity for the respective half hour time period (also known as the “spot price”), or a set rate that we have agreed with you; and
- b. a charge for transmitting and distributing electricity from the point of generation to your particular property during that respective time period and the associated charges of the party(ies) responsible for that transmission and distribution; and
- c. a charge for a pro-rated portion of the total monthly cost of the meter lease and metering services for the electricity meter(s) on your property provided by the meter provider (the meter tracks your usage against all time periods); and
- d. the Electricity Authority levies and other mandatory industry levies, charges, taxes or fees of any nature; and
- e. our retail charge ("Flick charges"), which we use to service you as our customer.

Some Flick pricing plans and products you may select may also carry additional costs. These will be detailed in your pricing plan or on our website.

Details of each invoice will be available in your customer dashboard on our website and on the Flick App. **6.5 Billing period options**

Flick has weekly, fortnightly and monthly invoice options. If you are on a monthly or fortnightly invoice option and you do not pay an invoice(s) in full by the due date, Flick can issue and you will pay subsequent invoices on a weekly basis. Your invoice will set out the due date for payment which will be no less than two working days from the date of your invoice.

#### **6.6. Pricing will have GST added:**

Unless otherwise stated, prices exclude GST and GST (if any) will be charged in addition to those GST exclusive prices.

#### **6.7. Other charges required for the supply of electricity to you:**

We may also charge you for other products or services you require in relation to the supply of electricity to your property (such as remote reconnections or testing metering equipment). There may be additional fees for these types of products and services. If you ask us to provide a product or service that involves an additional cost, or if you incur a fee or cost under these terms and conditions, we will tell you the total amount you will need to pay and whether there are ways you can avoid that fee or cost. In some cases the costs are specific to a property (such as decommissioning the electricity from a property). In these instances we will provide you with an estimate of the cost. These costs will appear as a separate line item on your invoice.

We may also need to charge you certain credit fees as set out under clause 5.4.

Check out the list of our standard service fees on our website or help centre.

### **6.8. Recovering those fees from you:**

Provided we have given you notice, we may deduct any money you owe under these terms and conditions from the bank account you have authorised us to direct debit money from or the credit or debit card you have authorised us to charge.

## **7. Access to each property**

### **7.1. Safe and clear access:**

For safety and security of supply and other reasons, we and others involved in the supply of electricity to the property need clear and safe access to:

- a. each property and any land over which you have an easement or right to pass electricity;
- b. all metering equipment; and
- c. any equipment used to supply electricity.

### **7.2. Some of your specific responsibilities:**

- a. Restoring supply following an interruption: It is very important that you provide us, the network company and meter provider (and any agent or subcontractor of any of us) with access any time to restore electricity during an interruption in your area, to ensure safety, or to protect people or property;
- b. Maintenance and compliance: during business hours or as otherwise agreed with you, you must allow us, the network company and meter provider (and any agent or subcontractor of any of us) access to each property (including to meters and other equipment that may be inside) to:
  - i. connect, suspend or disconnect your electricity supply;
  - ii. read meters;
  - iii. ensure that trees, vegetation, buildings and other obstacles are clear of electricity lines or electrical equipment and meters. If you do not keep them clear you may be charged for the cost of clearing the trees, vegetation or obstacles if we reasonably determine it is required;
  - iv. install, inspect, work on or remove any equipment necessary to provide electricity;
  - v. investigate or repair any damage or interference or suspected damage or interference with the distribution or any equipment used to supply electricity.

### **7.3. Installing load control equipment:**

You must also allow clear and safe access to a property if we or a network company or meter provider need to install or maintain equipment for load control.

#### **7.4. Notice we'll give you before accessing the property:**

Except in an emergency situation or where access is routine (for example, inspecting a meter on the outside of a building), where access is required by a third party, we will give you written notice of when and why access to a property is required. That notice will be at least 10 working days prior to access if it is for construction, upgrade, repair or maintenance; and a reasonable timeframe if access is to inspect or operate any equipment used in connection with generating, transforming, converting or conveying electricity. However, if we receive less notice than this from a third party who is not under our control and has the right to access your property (such as a network company) then we will give you as much notice as practicable after we have received notice.

#### **7.5. We will access the property appropriately:**

If under this clause 7, we, our employees or agents access your property we will:

- a. take reasonable steps to minimise direct impacts on the property or inconvenience to you, and to comply with your reasonable requirements;
- b. ensure our employees and agents carry identification showing they are our authorised representatives and show you this on your request and identify themselves before entering that property;
- c. ensure our employees and agents act courteously and professionally at all times.

#### **7.6. What might happen if you don't provide us the required access:**

If we are acting in accordance with this clause 7, and you do not provide clear and safe access, we or the network company may need to temporarily disconnect your electricity supply.

### **8. Your responsibilities in relation to the electricity supply equipment on the property**

#### **8.1. Things you need to do:**

You must take reasonable steps to:

- a. make sure nothing on your property interferes with or damages the distribution network;
- b. ensure the safety, security and maintenance of any electricity lines and equipment used on each property;
- c. ensure the safety, security and maintenance of any electricity lines and equipment past a distribution connection point to any dwelling or premises on a property;

d. keep trees, vegetation and other obstacles away from meters and the electricity lines - this includes anything overhanging from neighbouring premises;

e. make sure there is sufficient secure space at each property for metering equipment and other equipment we or the network company think is necessary to supply electricity to you;

f. make sure that other people at a property comply with your obligations under this clause 8.

### **8.2. Tell us if there is damage:**

You must notify us or your network company as soon as you become aware of any damage to, or fault with, meters or equipment.

### **8.3. Things you cannot do:**

You must not:

a. connect or disconnect a property to a distribution network, or interconnect two or more network connection points (these are the points at which a property connects to an isolating device on the distribution network);

b. interfere with or work on a network company's lines or equipment;

c. take a supply of electricity from anywhere along the electricity lines between a distribution connection point and the meter;

d. interfere with any meter or other equipment used to supply you electricity;

e. generate electricity or inject it into a distribution network;

f. use a distribution network to send or receive any signal or communication.

### **8.4. More things you cannot do:**

Meters, meter reading equipment, and other equipment that we, a network or metering company own, does not belong to you, but to the party responsible for supplying it. You must never:

a. interfere with or remove a meter or meter reading equipment;

b. interfere with any other equipment supplied by us, a metering equipment provider or a network company;

c. allow any mortgage, security interest or other charge to be created over a meter or other equipment that we, a network or metering company own, or otherwise interfere with ownership of any of them.

### **8.5. Keep trees trimmed:**

You have obligations under the Electricity (Hazards from Trees) Regulations 2003 to, for example, keep trees free from power lines (and if you do not, we or the network company may give you written notice requiring you to do so within a specified time at your cost). A summary of your obligations is available from <https://worksafe.govt.nz/laws-and-regulations/regulations/electrical-regulations/electricity-hazards-from-trees-regulations-2003/>.

#### **8.6. What happens if you do not meet your responsibilities:**

If you do not meet your obligations in clauses 1.3, 5, 7 and 8 we will inform you and give you time to rectify or to take dispute resolution proceedings:

a. and if we (or third parties such as network companies or metering equipment providers) incur costs or charges, for example we (or third parties) have to do work that you should have done, we may charge you for that work;

b. and if the failure is material or persistent and is clearly established, we may:

i. disconnect your electricity supply and refuse to reconnect your property;

ii. require you to switch to another retailer;

iii. inform the Police where we consider that the matter is serious enough.

#### **8.7. Your obligations to network companies:**

You must:

a. comply with the law and with the network company's network connection standards that apply to your property; these include safety and technical requirements. You can obtain a copy of each of these from the relevant network company. If you are unsure who your network company is, you can contact us to find out;

b. follow any instructions given to you by a network company to make sure its electricity lines or equipment on your premises is safe;

c. accept that a network company may interrupt your electricity supply if we are in default under our contract with the network company.

#### **8.8. Your obligations in relation to load control:**

Load control devices allow us or your network company to switch off power at your meter in certain circumstances, such as when there's a fault or demand is very high. This usually applies to hot water, or nightstore heating.

If a property has load control devices and you have agreed to a pricing plan that allows your electricity to be load controlled, you must allow us or your network company to control their operation, in some cases this may mean interrupting your supply without notice.

If you enter into an agreement with a third party to control your energy load you must ensure that:

- a. the load is not already controlled by the network company;
- b. the third party does not interfere with or damage the network company's or any one else's load control systems;
- c. if any damage occurs due to the actions of the third party you must promptly and at your own cost remove the source of the interference and fix the damage;
- d. the third party makes the load available to the network company to enable it to fulfil any performance obligations it has as an asset owner (in respect of managing system security in accordance with the Electricity Industry Participation Code) and to meet any applicable service standards for distribution services; and
- e. prior to controlling the load, the third party has entered into an agreement with the network company which sets out the protocols for the use of the load, including the matters set out above and the coordination with the network company of the disconnection and reconnection of the load.

#### **8.9 We will pass on compensation we receive from network companies:**

If we receive compensation from your network company or another third party for losses that result from an interruption to electricity supply to you, we will pass that on to you, noting that where applicable we may choose how to fairly allocate compensation across our affected customers.

#### **8.10. Claims for network company issues:**

If you suffer a loss or damage because of something the network company does or does not do, you can only claim from us what we can recover from the network company, and that is applicable to you.

#### **8.11. Network company liability is limited:**

Each network company has excluded or limited its liability to you and to us. Unless the agreement we have with a network company provides otherwise, all liability any network company may have to you is excluded (including under the Consumer Guarantees Act 1993), as much as the law allows. If you sell electricity to another end user, you agree that your agreement with them will exclude the liability of the network company to the same extent as this clause.

#### **8.12. Your financial responsibility to network companies:**

If you damage network company equipment or distribution, you may be liable for any damage you cause. If a network company suffers direct loss or damage which is caused or contributed to by your fraud, dishonesty, or wilful misconduct, you will be liable to make good that loss or damage.

### **8.13. Other provisions that network companies can enforce:**

The provisions of clauses 3, 7, 8 and 9 that are also intended for the benefit of the network company and are enforceable against you by each relevant network company under the Contract and Commercial Law Act 2017.

## **9. Ending or suspending our obligation to supply electricity to you**

### **9.1. Payment to us:**

You have to pay for all electricity supplied, and for all fees charged to you, until all of your obligations under these terms and conditions are satisfied. **9.2. If you want to switch to another electricity supplier:**

You may switch to another electricity supplier or end the supply of electricity in accordance with these terms and conditions at any time. In these events you will need to pay for all electricity supplied to your property and any other charges you owe us for the period before your switch is complete. It is up to you to arrange for your new supplier to supply electricity to your property.

### **9.3. Tell us if you are moving out of a property:**

If you are moving out of your property, you must tell us 2 working days in advance so we can prepare a final invoice(s) for that property.

You will remain liable for all electricity supplied, and for all fees relating to your property until:

- a. the date 2 working days after you provide us with notice that you have moved out (if we ask you will provide supporting evidence); or
- b. the date the person who has moved into your property tells us that they have become our customer or the customer of another retailer for supply of electricity to that property.

### **9.4. Tell us if you want electricity supply suspended:**

If you want the electricity supply to a property suspended temporarily or permanently, you must tell us 10 working days in advance. You may incur a charge for disconnection or reconnection when you ask us to do either of these things, or if we have had to disconnect.

### **9.5. Our obligations in relation to your switch to another electricity supplier:**



The timeframes in clauses 9.3 and 9.4 are within accepted industry standards and relevant laws. If you switch to another retailer, we will switch you to that other retailer in accordance with industry standard and relevant laws and facilitate the switch.

**9.6. When we will disconnect the electricity supply:**

If you no longer need electricity supplied to a property at all, we will stop your electricity supply as soon as reasonably practical after you notify us of that (while making sure disconnection occurs safely).

**9.7. Reasons electricity supply might be disconnected:**

Either we or a network company may disconnect your electricity supply to any property if you:

- a. do not pay us for amounts invoiced under these terms and conditions. However we will not disconnect you if the amount unpaid is the subject of a genuine dispute resolution process;
- b. do not meet your obligations in relation to any material term or condition or you persistently do not meet your obligations in relation to any other term or condition. We will not disconnect you if the matter in question is subject to the dispute resolution process. Before disconnecting you, we will give you the chance to meet your obligations (if it is possible to do so) and we will tell you how to do that;
- c. move into a property that we supply electricity to and you do not tell us.

**9.8. Notice of disconnection:**

In accordance with our processes (including our debt collection process) we will tell you at least 7 working days before we disconnect the supply of electricity to a property, by sending a notice to the physical address we hold for you. We will also give you a final warning at least 24 hours before we intend to disconnect supply of electricity to that property. Each notice will include information about the timeframe within which disconnection will take place and what you need to do to stop disconnection. We will not disconnect you on a Friday or on the day before a public holiday and we will only disconnect on working days.

**9.9. If electricity is needed for critical medical equipment:**

If you tell us that you, or someone at the property to which we supply electricity, is dependent on that electricity supply for critical medical support and provide evidence when we ask, we will not disconnect electricity supply to that property for non-payment. We may however disconnect the property if there is an immediate safety risk.

**9.10. Disconnections for safety and electricity supply reasons:**

We or a network company may disconnect or disrupt your electricity supply without notice for safety reasons, where there has been an occurrence or circumstances that may adversely affect the proper working of the distribution network or the transmission system, or where there is an emergency.

**9.11. Reconnection after you meet requirements:**

If we disconnect you (including because you have not paid us) and you satisfy our requirements for reconnection, we will restore your electricity supply as soon as is reasonably practicable.

**9.12. What happens if we default:**

If we commit a relevant event of default as defined under the Electricity Industry Participation Code 2010:

- a. the Electricity Authority can require us to provide information about you and can:
  - i. transfer that information and all or any part of our rights and responsibilities under these terms and conditions to another electricity retailer (new retailer); and
  - ii. amend these terms and conditions to be consistent with, or more favourable than, the standard contract that the new retailer would normally have offered you immediately before we committed the event of default; and
  - iii. amend these terms and conditions to include a minimum term, so that you must stay supplied by the new retailer for that term unless you pay a cancellation fee.
- b. should we already have a legal arrangement in place with another electricity retailer (new retailer), we may perform the tasks outlined in 9.12.a in order to expedite the transfer process to this new retailer and ensure the continued supply of electricity to your property.

**10. Use of your information**

**10.1. Your personal information:**

The Privacy Act 1993 applies to personal information. You must make sure the information you give us is correct and up to date.

**10.2. Our Privacy Policy sets out how we collect, store, use, disclose and keep secure your personal information:**

Our Privacy Policy is available on our website and forms part of these terms and conditions. It sets out how we will collect, hold, use, disclose and keep secure personal information. We can change our Privacy Policy by providing 30 days' notice. That notice will be provided on our website and will include reasons for any change.

## **11. Use of our website and tools**

### **11.1. We will make our website, apps and other tools available to you.**

Use of the website, apps and other tools are made available to you in accordance with our Website, Tools & Social Media Policy, which is available on our website and forms part of these terms and conditions.

## **12. How much you and we might be responsible for under these terms and conditions**

### **12.1. If we cause damage:**

If we damage property by not taking reasonable care, and that damage was reasonably foreseeable we will pay the costs of repairing the damage or replacing damaged property (at our discretion) up to a maximum of \$10,000 for any single event or series of closely related events. In the event we rely on this clause, your rights under clause 12.5 remain.

### **12.2. We are only responsible for direct loss we cause:**

Except where we are liable to you under the Consumer Guarantees Act 1993 or the Fair Trading Act 1986, we will not be liable to you for any indirect or consequential loss, or loss of profits or business or any similar claims.

### **12.3. Our total amount of financial responsibility to you:**

If for any reason we are found to be liable to you, our total maximum liability under these terms and conditions is limited to \$10,000 for any single event or series of related events.

### **12.4. Your financial responsibility for damage to equipment:**

If you damage any of our property or equipment or any meters or associated equipment we may require you to pay the reasonable cost of repair or replacement of them up to a maximum of \$10,000 for any single event or series of related events. This limit does not apply to your obligation to pay for electricity.

### **12.5. How the Consumer Guarantees Act applies:**

The Consumer Guarantees Act 1993 applies to these terms and conditions. These terms and conditions do not detract from your rights under that Act. We will supply electricity to the standards required under the Consumer Guarantees Act.

If you are receiving electricity and services for the purposes of a business, you agree that the Consumer Guarantees Act 1993 will not apply to this contract.

## **13. Miscellaneous**

### **13.1. You cannot transfer this supply arrangement:**

You cannot transfer any of your rights and obligations under these terms and conditions to any other person.

### **13.2. When we will tell you about changes to these terms and conditions:**

We will give you at least 30 days' notice of changes to these terms and conditions. Where we materially change terms and conditions, we will use our best endeavours to explain why we are making the change.

### **13.3. How we will notify you:**

We can send notices to you using the email address you have provided to us or via the Flick App. Notices are deemed received the day after they are sent. It is important that you provide us your current email address on an ongoing basis.

### **13.4. Continuing your electricity supply if we have financial issues:**

If we think that a receiver, liquidator, administrator or other similar officer is likely to be appointed in respect of our business, we will take all reasonable steps to ensure you continue to receive electricity supply to your property.

### **13.5. Clauses that continue after the end of our supply obligations:**

Any clauses that are intended to have effect after termination continue to have effect. This includes clauses 5-12 inclusive and this clause 13.5.

### **13.6. Our transfer of your supply arrangements to another electricity supplier:**

We may transfer all or any part of our rights and responsibilities under these terms and conditions to another electricity supplier. We will give you at least 30 days' notice of this, where you can access the information you need to contact the new electricity supplier and when the transfer will take place.

### **13.7. Clauses for the benefit of the Electricity Authority:**

Clause 13.6 (that allows us to transfer our rights and obligations under this contract to another retailer) and clause 9.12.a (that allows the Electricity Authority to transfer your contract to another retailer and amend your contract) are also intended for the benefit of and are enforceable against you by the Electricity Authority under the Contract and Commercial Law Act 2017. Clauses 13.6 and 9.12.a cannot be amended without the consent of the Electricity Authority.

### **13.8. Other parties may help us:**

We may subcontract or delegate our responsibilities under these terms and conditions to other people or companies.

**13.9. References to:**

a. us, we and Flick are to Flick Energy Limited, and in each case includes our subsidiaries, employees, contractors and agents;

b. a network company or meter provider, in each case includes its subsidiaries, employees, contractors and agents;

c. "an individual" means a natural person; and

d. something in the singular includes the plural and vice versa.

**13.10. Other documents are incorporated into these terms and conditions:**

These terms and conditions are a contract between us and you and are comprised of these General T&Cs, the Plan Specific T&Cs applicable to you, the Privacy Policy, Website, Tools and Social Media Policy and any other special Flick T&Cs applicable to you.

**14. Resolution process and contact details**

**14.1. How to make a complaint:**

If you have a complaint, you should tell us as soon as possible. Please contact our customer support team in the first instance. Our complaints process is free.

**14.2. What we will do once we receive your complaint:**

Once we have received your complaint, we will reply to you within 2 working days to confirm we have received it. We will also decide whether we think your complaint is related to network company services, or our service.

**14.3. If the complaint relates to services of the network company:**

If we think your complaint is related to network company services, we will liaise with your network company and work with them to manage and resolve your complaint.

**14.4. If the complaint relates to services we provide:**

If we think your complaint is related to our service then from there we will contact you directly to work through the issue with you, and continue to update you via email or the Flick App.

**14.5. What to do if the complaint takes a while to resolve:**

We will monitor your complaint progress regularly to ensure we resolve it with you as soon as possible. We aim to resolve all complaints within 20 working days. If it takes us longer than 20 working days to resolve your problem, then we will contact you to let you know why, how much longer it will take, and to discuss your options.

**14.6. Your other options to seek resolution:**

If you're not satisfied:

a. We are a member of Utilities Disputes Scheme, which is a free and independent complaints resolution scheme. If for some reason you are dissatisfied about the resolution of your complaint, or we cannot resolve your complaint or problem within 20 working days, you can take your complaint to Utilities Disputes:

**[www.utilitiesdisputes.co.nz](http://www.utilitiesdisputes.co.nz)**

Free Phone: 0800 22 33 40

b. You can also take your complaint to the courts or the disputes tribunal.