

# SIESA Customer Service Agreement

October 2022

Author: SIESA

## Table of Contents

<b>Contacting SIESA</b>	<b>4</b>
<b>Welcome</b>	<b>5</b>
<b>Becoming a Customer</b>	<b>5</b>
<b>Authorised Persons and Alternate Contacts</b>	<b>6</b>
Authorised persons	6
Alternate contacts	6
Authority of authorised persons or alternate contacts	6
Your responsibility as our customer	6
Next of kin and landlords	6
<b>Medically Dependent and Vulnerable Consumers</b>	<b>6</b>
Medically dependent consumer	6
Vulnerable consumer	7
<b>Moving Premises</b>	<b>7</b>
Non-Occupying Customers	7
<b>Bonds</b>	<b>7</b>
Repaying your bond	8
<b>Information and Privacy</b>	<b>8</b>
Information we need from you	8
Information we need from third parties	8
Storing your personal information	8
Using your information	8
Communications we have with you	9
Passwords	9
<b>Energy Supply</b>	<b>10</b>
Our promise to supply	10
Safety	10
Energy lines and equipment you are responsible for maintaining	10
Trees and power lines	10
Your responsibilities for energy lines and equipment	11
<b>Interruptions</b>	<b>12</b>
Planned interruptions to energy supply	12
Unplanned interruptions to energy supply	12
Compensation	13
<b>Disconnection and Reconnection</b>	<b>13</b>
Disconnection by us for non-payment	14
Disconnection for other reasons	15
Warning of disconnection	15
Restricting or limiting your energy supply	15
Reconnection	16
<b>Ending our agreement with you</b>	<b>16</b>
Your responsibilities continue	16
Our responsibilities continue	17
<b>Your Other Responsibilities</b>	<b>17</b>
Not to interfere with the network	17
Increased use	17

Protection against surges or spikes .....	17
Connections, disconnections and reconnections .....	17
Access to your premises .....	18
Notice of access.....	19
Immediate access to your premises .....	19
<b>Meters and meter readings .....</b>	<b>19</b>
Installation of meters .....	19
Meter maintenance and accuracy .....	20
Meter reading.....	20
Smart meters .....	20
Metering data .....	21
Meter testing and replacement .....	21
Tampering with meters.....	21
<b>Our Prices, Fees and Charges .....</b>	<b>22</b>
Our prices.....	22
Our fees .....	22
Price changes.....	23
<b>Invoices and Payments .....</b>	<b>23</b>
Our invoices.....	23
Delivery of invoice.....	23
Customer to pay invoice.....	24
Important advice .....	24
Payment options.....	24
Incorrect invoices.....	24
Disputed invoices.....	25
<b>Liability and Compensation .....</b>	<b>25</b>
<b>Network and other requirements .....</b>	<b>26</b>
The network operator.....	26
Point of supply.....	26
<b>Other matters .....</b>	<b>27</b>
Changes to the agreement.....	28
<b>Complaints .....</b>	<b>28</b>
Making a complaint.....	28
<b>Definitions .....</b>	<b>29</b>
<b>Privacy Policy.....</b>	<b>30</b>
Security policy .....	30
Security technology .....	30
Email .....	31

## Document Revision

Date	Amendment	Actioned by	Endorsed by	Approved by	Approval date
August 2018	Updated Utilities Disputes details	K Sutherland		M Russell	28/8/2018
September 2022	Updated Terms and Conditions	C Burrows	L Claridge	S O'Neill	13/9/2022
October 2022	Updated bond requirements, access and meter installation	C Burrows	L Claridge	S O'Neill	28/10/2022

## Contacting SIESA

If you have any questions, or need further assistance, please contact one of our customer service officers on 0800 732 732. Visit our website at [www.siesa.co.nz](http://www.siesa.co.nz) or send us an email at: [siesa@southlanddc.govt.nz](mailto:siesa@southlanddc.govt.nz)

This agreement describes our commitment to provide you with a safe and reliable energy supply. We undertake to provide you with a professional and efficient service delivered in a fair and respectful way. This agreement also sets out the responsibilities you have in return.

## Welcome

Becoming or remaining a customer of SIESA means you agree to these terms and conditions.

These terms and conditions apply to the electricity and other energy services that we supply to you as our customer. Any other products or services we supply to you may have their own terms and conditions so please verify the correct terms and conditions that apply to you.

These terms and conditions also apply to both residential and business premises and, as from 20 December 2022 replace any previous general terms and conditions we have with you.

Our agreement with you includes these terms and conditions; your pricing plan(s); any terms and conditions relating to specific services, payment options and/or products you may have with us; and any additional terms and conditions that we agree with you in writing. Together, these documents form a legally binding agreement between us.

Our website [www.siesa.co.nz](http://www.siesa.co.nz) provides information about us and other parties involved in your energy supply or the New Zealand energy industry in general.

You can email questions to [siesa@southlanddc.co.nz](mailto:siesa@southlanddc.co.nz) or call us on 0800732 732. Our postal address is PO Box 903, Invercargill 9840, if you would like to write to us.

## Becoming a customer

You can apply to join us and become our customer by:

- completing an application form and dropping it into the Southland District Council office on Stewart Island or sending it to us at PO Box 903, Invercargill 9840
- calling us on 0800 732 732
- registering as a customer using the form on our web site <https://www.southlanddc.govt.nz/my-southland/siesa-2/>

If we are not supplying energy at the property at the commencement of this agreement we will endeavour to commence supply as soon as is reasonably possible.

Accepting your application

We may choose not to accept your application if you:

- fail to meet our payment, credit or other criteria (for example, not providing us with the information we need to set up your account), or
- or someone occupying your premises has a debt owing to us or our agents from a previous account. We may require immediate payment of that debt before accepting you as a customer.

We may require you to agree to any other arrangements or extra terms and conditions we consider necessary.

In some cases, we will ask for a Bond. The circumstances when a Bond will be required are set out later in this agreement.

If your application is accepted you will be bound by these terms and conditions.

You are liable for charges for all products and services provided under this agreement from the date that it commences. You will only be liable to pay for energy consumed from the date of ownership or tenancy unless another date has been agreed.

## Authorised persons and alternate contacts

### Authorised persons

You may contact us to appoint an authorised person to make decisions for you in relation to your account with us. An authorised person can do most things with your account. However, they cannot do some things, for example, opening or closing an account in your name.

### Alternate contacts

If you believe that you may have difficulties with your payments or with communicating with us, you may appoint one or more alternate contacts to help you communicate with us and to assist you if a payment issue is pending. An alternate contact could be a family member, friend or social agency.

### Authority of authorised persons or alternate contacts

Where you have appointed an authorised person or alternate contact, you:

- confirm they have agreed to be an authorised person or alternate contact and they may be contacted by us in that capacity; and
- agree they may provide us with information about you and we may disclose information about you to them.

### Your responsibility as our customer

You are still responsible as our customer for complying with these terms and conditions, even if you have appointed an authorised person or an alternate contact.

### Next of kin and landlords

If we are unable to contact you, we may contact your next of kin or landlord using details you have provided to us.

## Medically dependent and vulnerable consumers

### Medically dependent consumer

Medically dependent consumer (MDC) means a consumer, whether a customer of a retailer or a consumer permanently or temporarily resident at a customer's premises, who depends on mains electricity for critical medical support, such that loss of electricity may result in loss of life or serious harm. For the avoidance of doubt, medical dependence on electricity could be for use of medical or other electrical equipment needed to support the treatment regime (e.g. a microwave to heat fluids for renal dialysis).

If you are or believe you are a medically dependent consumer, you will need to provide us with a Notice of Potential Medically Dependent Consumer Status Form, which your health practitioner can give you.

If you are confirmed as a medically dependent consumer, we will comply with the requirements of the Electricity Authority's guidelines relating to medically dependent consumers ([ea.govt.nz/consumer](http://ea.govt.nz/consumer)). This includes maintaining your details on our register and we may request further confirmation after 12 months.

If you are a medically dependent consumer, you must maintain a back-up power supply or any other emergency arrangements that will ensure your health and safety in the case of an interruption to your energy supply. Energy supply may be interrupted at any time without warning.

## Vulnerable consumer

A vulnerable consumer is defined as a domestic consumer who:

- for reasons of age, health or disability, the disconnection of electricity to that domestic consumer presents a clear threat to the health or wellbeing of that domestic consumer; and/or
- it is genuinely difficult for the domestic consumer to pay his or her electricity bills because of severe financial insecurity (this includes severe financial insecurity including low income), whether temporary or permanent.

We will also comply with the requirements of the Electricity Authority's guidelines relating to vulnerable consumers where we have confirmed that you are a vulnerable consumer ([ea.govt.nz/consumer](http://ea.govt.nz/consumer))

## Moving premises

If you move premises and you were our customer at your previous premises, you need to give us the address of your new premises. We may require you to re-apply. We need to obtain a final meter reading from your previous premises and an initial meter reading from your new premises.

If there is a disagreement about the initial reading, we may undertake and charge for an actual initial reading. We will discuss this with you before we undertake an actual reading.

If the energy supply at your new premises needs to be reconnected, you will need to contact us to discuss how to do this. We may be able to arrange for a reconnection, in which case a fee may apply.

Proof of occupancy may be required in some circumstances. This may be in the form of tenancy agreement or sales and purchase agreement.

## Non-occupying customers

Usually, you can be our customer for a premise even if you are not the occupier (for example, if you are the landlord or a relative that has agreed to be the customer and pay for energy and/or other services). As our customer, you are bound by these terms and conditions. There may be some products or services that we provide that can only be used by you when you are our customer and are occupying the premises that we supply. Where this is the case, we will let you know.

## Bonds

We may at any time (at our discretion) require a bond being a sum of money we collect from you and hold as security against non-payment. If we require a bond the reason for our decision will be explained to you. The reasons are usually that you don't have an established credit history with us or if you have not maintained a satisfactory payment record with us.

We will hold your bond as security against any amounts invoiced and unpaid under this agreement. A bond may be in the form of a cash payment, a guarantee or any other type of security we decide is necessary.

If we require a bond, it must be paid to us within 15 working days of the date we request it.

For domestic customers the bond will be up to \$150.00 (or such other amount as determined by the Electricity Authority or other governing body) and will not accrue interest.

## Repaying your bond

In regard to repaying your bond we:

- will repay your bond within 1 month of you ceasing to be our customer, provided all outstanding amounts owed to us have been paid
- may repay your bond if you meet all your obligations in relation to your account for at least 12 months and you now meet our credit criteria for not requiring a bond
- will repay your bond, less any amounts you owe us, by crediting your account with us or refunding you directly if you are no longer our customer
- may keep your bond for longer than 12 months if you do not maintain a good payment history with us.

If we keep your bond for more than 12 months we will provide our reasons for doing so to you.

## Information and privacy

### Information we need from you

We need some information from you so we can supply you with energy and services. You need to make sure that any information you give us is correct and that you let us know if anything changes. Our full privacy policy is noted at the end of this document.

### Information we need from third parties

For the purposes listed below, we may obtain information about you and your energy supply (including historic meter reading information) from any third parties before you become our customer and at any point while you are our customer. This may include credit reporting agencies and government agencies.

If you notify us that you may be medically dependent or a vulnerable customer, you authorise us to collect and disclose any relevant information from or to any health practitioner, Work and Income or other social agency so that we can verify and assess whether or not you are medically dependent or a vulnerable customer.

### Storing your personal information

We will keep your information secure and, for individuals, will hold your personal information in accordance with the Privacy Act 2020.

### Using your information

You authorise us to use, disclose and match any information about you and your energy supply for the following purposes, including to:

- use for any purpose authorised by you, including communicating with authorised persons and alternate contacts;
- confirm your identity;
- supply energy and any other products or services you have asked for;
- administer your account (including invoicing you, sending notices or communicating with you);
- help improve our customer service, including monitoring and following up questions and complaints;
- help develop and/or improve products and services;



- inform or contact you about our products, brands, special offers, publications and other promotions we think you may be interested in (including via email or other electronic communications);
- meet the requirements of these terms and conditions, the law, industry rules and codes of practice;
- meet the requirements of the network operator;
- disclose to our related companies, as defined in the Companies Act 1993;
- undertake credit checking, credit reporting or debt collection, which may involve disclosure to a credit reporting agency. This information may be used by the credit reporting agency to update and maintain credit information files and may, in turn, be accessed by its customers;
- avoid prejudice to the maintenance of the law by any public sector agency, including the prevention, detection, investigation, prosecution and punishment of offences;
- verify your credit and payment history with your previous energy supplier;
- disclose to the network operator or meter owner for the purpose of installing, maintaining or operating the network or metering equipment or communicating with you;
- disclose to the network operator and/or trust or co-operative that owns the network to allow them to pass on rebates or discounts to you, or otherwise to communicate with you; and
- disclose to the Electricity Authority, the Commerce Commission, Utilities Disputes, or any other government agency or regulatory body, industry body or complaints scheme.

In addition, there may be occasions where we disclose your information in other ways that are in accordance with the Privacy Act 2020.

If you are a residential customer, we may also use this information to:

- assess whether you are a vulnerable consumer and carry out our responsibilities under the Electricity Authority's guidelines relating to vulnerable consumers, and
- verify your status as a medically dependent consumer and carry out our responsibilities under the Electricity Authority's guidelines relating to medically dependent consumers.

## **Communications we have with you**

We may record any communications we have with you, your authorised person or alternate SIESA personnel in order to:

- maintain accurate records of our dealings with you
- confirm our contractual commitments to each other
- help resolve any disputes between us.

We may also use recordings to train our employees and authorised agents and/or to monitor the level of service they are providing.

## **Passwords**

You are responsible for keeping safe any passwords you have for accessing your account. You should ensure that you only share your password with authorised people on your account.

You may have access to your personal information during normal working hours. We will correct any incorrect details that you advise us of. SIESA complies with all obligations required by the Privacy Act 2020.

## Energy supply

### Our promise to supply

We are committed to providing you with a safe and reliable energy supply, however, we cannot guarantee a continuous or fault free energy supply or that the voltage or frequency of energy supplied to you will not fluctuate. We will supply energy in:

- a manner consistent with all legal obligations and regulations relating to the supply of energy;
- accordance with good industry practice; and
- accordance with any relevant industry protocols and codes.

We will comply with our obligations under the Consumer Guarantees Act 1993, however, other than this we take no responsibility for any loss or damage caused to equipment, property or appliances, including loss of data, arising from surges or spikes.

### Safety

For your safety and the safety of those around you:

- dial 111 in an emergency
- call us immediately on 0800 732 732 if you think there is a possibility that our energy supply could endanger people or property
- do not interfere with pipes or wires that supply energy to your premises
- make sure only qualified people perform maintenance or repairs on energy equipment or appliances at your premises
- contact us before demolishing or removing any buildings connected to or containing energy supply equipment, so we can permanently disconnect the energy supply from those buildings, and
- contact us if you become aware of a hazardous situation relating to your energy supply or energy supply equipment.
- contact us if you intend to install generation of any means.

If your energy supply has been disconnected for any reason, do not attempt to reconnect it.

### Energy lines and equipment you are responsible for maintaining

You, or the property owner, own and are responsible for the electricity line from the point of connection to the meter and all other wiring and energy equipment and appliances on your property.

Your electricity point of connection is usually the fuse on the power pole or underground service pillar nearest your property boundary. If you are not sure where your point of connection is please contact us so we are able to clarify it for you. We are also able to provide you with information to help you determine this – please call us on 0800 732 732 and we will assist.

### Trees and power lines

Trees and shelterbelts can interfere with power lines. When trees touch power lines they cause short-circuiting. This can lead to unnecessary energy supply interruptions as well as energy spikes or surges. You have obligations in relation to trees under the Electricity (Hazards from Trees) Regulations 2003 as those regulations may be amended or substituted from time to time.

The purpose of these regulations is to protect the security of the supply of energy, and the safety of the public, by:

- prescribing distances from overhead electricity lines within which trees must not encroach; and
- setting rules about who has responsibility for cutting or trimming trees that encroach on overhead electricity lines; and
- assigning liability if those rules are breached; and
- providing an arbitration system to resolve disputes between line owners and tree owners about the operation of the regulations, specify the distances trees and other vegetation must be kept from power lines.

If we become aware of trees or vegetation growing closer than they should be to power lines, we may issue you with a Hazard Warning Notice to let you know that the tree or vegetation must not be allowed to grow further, such that they may interfere with the power lines. If vegetation grows within the minimum clearances cutting or trimming will be necessary. If you do not comply with these regulations, you will be liable for the costs of carrying out such work arising as a result of your non-compliance and may also be liable for fines.

Please note that this is a basic outline of the requirements and you can get more specific information on these regulations from Energy Safety which is a part of the WorkSafe. Alternatively, you can call us on 0800 732 732 and we will assist you with where you can find more specific information.

If trees you are responsible for are regularly trimmed, it will usually not require an energy shutdown and charges for this and the removal or trimming of trees can be avoided. If any of your trees are near power lines and need to be trimmed, for your safety, please get professional assistance.

### **Your responsibilities for energy lines and equipment**

For your own safety, and so that energy supply to you and our other customers is not interrupted, you must:

- follow our directions to ensure the safety of our power lines or equipment on your property;
- provide and maintain, at no cost to the us, suitable space for the safe and secure housing of our equipment as deemed necessary by us to be housed at your premises and you agree to protect such equipment against interference and damage;
- inform us of any damage or destruction to our equipment;
- comply with our distribution code (a copy of which is available from us);
- repair and maintain your electrical wiring, lines from the demarcation point and equipment to ensure they comply with all legislative requirements, this must only be done by authorised or approved contractors which could be a licensed electrician or someone assigned by us;
- maintain the proper clearances between your electrical lines and the buildings, ground, trees and vegetation on your property as set out in codes and regulations;
- ensure trees, other vegetation and obstacles on your property are kept clear of any meter or other energy equipment provided by us;
- make sure nothing on your property interferes with or damages the distribution network;
- determine the location of any underground energy line or pipe before undertaking any work on your property such as digging trenches and driving stakes;
- make sure everyone you are responsible for or your representatives also meets these requirements;
- obtain the consent of any other person needed for you to meet these requirements;
- ensure the property owner is aware of any circumstances that may require the property owner to meet any of these requirements.

You must never:

- interfere with or work on any of our lines or other equipment as only people we authorise may work on them;

- interfere with any metering or any other equipment that records your use of energy at your property;
- disconnect or reconnect your property to the network as only people authorised by us may do this;
- take a supply of energy from any point before the meter that records your consumption of energy;
- interconnect two or more points of connection to the network;
- use any electrical equipment or appliance that interferes with the supply of electricity to any other person or the operation or safety of any other electrical equipment or appliance;
- send or receive any signal or other form of communication over the network.

Any interference with meters or other equipment provided by us that supplies energy to your property is considered a material breach of this agreement and may result in the disconnection of your supply.

Any persistent but non-material breaches of these responsibilities may also result in disconnection of your supply. Where the breach is non-material, we will provide you with notice in writing outlining the breach and we will provide you with a reasonable period to remedy the issue notified before disconnection. If it is found that you have interfered with any metering equipment it could also result in a police investigation and/or back billing of estimated consumption for energy consumed and not previously charged to you.

You agree that the distribution network, including any part located on your property, is and shall remain our sole property. No provision of this agreement in relation to the distribution network confers any right or interest in such property on you.

If you are unsure of what the Codes and Regulations are that you must comply with please contact your electrician or a registered electrical inspector. We can also help – please phone us on 0800 732 732 for assistance.

## Interruptions

### Planned interruptions to energy supply

Planned interruptions to the supply of energy may be necessary:

- for maintaining the electrical equipment associated with the energy supply to your property;
- to ensure the quality and safety of the energy supply to you;
- to comply with the law, other relevant codes and regulations and agreements.

Where an interruption to your energy supply is foreseeable and can be planned in advance, you will be provided with written notice by us a minimum of four working days prior to when your energy 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. Your energy supply will be restored as soon as reasonably practical after a planned shutdown. You can call our network operator PowerNet 24 hours a day, seven days per week on 0800 808 587 should you require an update or further information in relation to any planned interruptions at your property.

### Unplanned interruptions to energy supply

Circumstances beyond our control may cause the energy supply to be interrupted.

On occasions, unplanned interruptions to your energy supply may occur due to accidents, emergencies, earthquakes, fires, weather conditions, volcanic activity or difficulties associated with the transmission, generation, or production of energy.

Any unplanned interruptions ('faults') caused by failure or damage to the network, that supplies you, are attended to and repaired by us or our authorised contractors.

We will provide you with a 24 hour, seven days per week, fault reporting service. Please phone 0800 808 587 to report any fault or unsafe energy supply situation at your property. We will regularly procure updates in accordance with good industry practice on a fault's status from those attending to it.

Please call our network operator PowerNet on 0800 808 587 - 24 hours, seven days per week if you require an update on a fault's status.

Please note that we are not required to carry out our obligations under this agreement when we are prevented from doing so by an event beyond our control.

In all circumstances we will arrange for the restoration of your energy supply as soon as reasonably practicable following any unplanned interruption.

We may also restrict or ration your energy supply if abnormal physical or economic supply conditions exist. This may include for example but without limitation, 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. We will notify you in the most practicable manner if this is to occur and will further notify you as soon as we are able when normal service is to resume.

## Compensation

If we receive compensation from a third party for losses relating from the interruption of supply to your property, we will notify you and credit an appropriate portion of that compensation to your account. If requested by you we will provide an explanation of how the amount passed on was determined.

## Disconnection and Reconnection

If you would like your energy supply to be permanently or temporarily disconnected, you must:

- give us at least four working days' notice prior to the date on which you wish to be disconnected; and
- allow us rights of access to your premises.

For temporary disconnections we will charge you for any costs associated with the disconnection and reconnection. You can find out the amount of the service fees we charge by going to our website [siesa.co.nz](http://siesa.co.nz) by visiting any of our offices or by phoning us on 0800 732 732.

It is essential you tell us if you require your energy supply disconnected as you will be liable for charges as long as the premises remains connected to the network and you remain a customer.

The lines that supply electricity to your premises are live. If you touch them, or the bare conductors that connect them to the house, you may be seriously injured or killed. Before you do any work near lines, arrange with us to identify any problems or have us disconnect the supply. You should contact us before doing any work near lines or buried cables. For your own safety, we suggest that you contact a professional tree trimmer before attempting to remove tree branches and vegetation from or near lines and related equipment.

For more information on electrical safety matters, contact the Energy Safety Service ([portal.worksafe.govt.nz/](http://portal.worksafe.govt.nz/)).

## Disconnection by us for non-payment

Your invoices must be paid by the due date specified on the invoices. Not to do so is considered a material breach of this agreement. If it appears to us that for some reason you've overlooked an invoice and you do not have a history of late payment, we'll send a friendly reminder by the method you have elected for us to contact you. If after the friendly reminder you still don't pay, or if you have a history of late payment, we may start the process to discontinue your supply of energy.

If your invoices (or any undisputed part of them) remain unpaid, we'll send a disconnection notice through at least three communication channels if we still have not heard from you. These may be email, post or phone.

We will give you between five and ten working days' notice to make payment. If we send you a disconnection notice you may be charged a service fee. Any disconnection notice that we send you will specify the earliest date that disconnection may occur and that it will occur no later than seven days from that date.

Each disconnection notice will include information about what you need to do to prevent disconnection. We will also provide you with a final warning not less than 24 hours before disconnection. If payment is not received we may disconnect your energy supply after this notice period but will only do so on a working day that is not a Friday or the day before a public holiday.

We will only disconnect your energy supply if the payment owing to us is related to that particular supply of energy or it's respective line services to you. We will not disconnect you for non-payment if the reason for the non-payment is the subject of dispute resolution proceedings. You must continue to pay any undisputed amounts.

Your energy supply will not be disconnected for non-payment of an estimated amount unless we reasonably believe that it is fair and reasonable in the circumstances to do so. In some circumstances we may require you to pay a service fee for disconnection.

If you're having trouble paying, or you think that something is wrong with your invoice, please get in touch with us on 0800 732 732. Don't let things get worse without letting us know. Our Customer Support Team can assist with payment arrangements and advice. If you do not contact us and don't pay your invoice your energy supply may be disconnected. If a payment arrangement is made after a disconnection notice has been provided, no further recovery action will be undertaken while the conditions of the arrangement are being met. If however, after a short period of time, you fail to honour that payment arrangement it may result in disconnection of your energy supply upon at least 24 hours' notice.

You will be responsible to pay any costs we incur in collecting your outstanding accounts. These may include, without limitation, costs such as credit reporting agency fees and legal and court costs. These will be added to your account and will be payable by you to us. We may use any Bond or advance payment made by you to pay these amounts. We may also charge service fees for the administration of late payments.

There are some circumstances where we have a right to terminate this agreement and the supply of energy to you. We will however only exercise this right if you make material or persistent breaches of the terms of this agreement (or if you are disconnected for not paying your account).

If you commit a material breach that is capable of being remedied, we will give you reasonable notice of the need to remedy the breach so you can avoid disconnection and/or termination of this agreement.

If you persistently commit non-material breaches of the terms of this agreement we may also terminate our agreement and the supply of energy to you. We will only do so after we have given you reasonable



prior notice taking into account the circumstances and the nature of the breaches at the time and if the matters are not subject to a dispute process. This notice period will give you time to make alternative arrangements for energy supply.

Non-material breaches can include, for example, but are not limited to, regular non-payment of invoices, persistent abusiveness to our staff, continued vexatious complaints, or the regular failure to grant access to your premises at reasonable times.

### **Disconnection for other reasons**

You may also be disconnected if:

- there is reasonable evidence of energy theft;
- you generate electricity at your premises and send it into the network without our agreement;
- you send signals or other communications through the network;
- you deny immediate access to your premises for health and safety purposes;
- supply or network supply equipment is unsafe, not installed by authorised personnel or is uncertified where certification is required.

### **Warning of disconnection**

Except in the case of requested, agreed or emergency disconnections, we will give you:

- a) at least 5 working days' notice of warning of disconnection, and
- b) a final warning no less than 24 hours before disconnecting you (the final warning will specify these timeframes).

We will take reasonable steps to make sure you receive our final warning. If we are unable to disconnect your energy supply within the timeframe we've given, we'll send you a further final warning before actually disconnecting your energy supply.

The final disconnection warning we send you will include the:

- address of the premises to be disconnected;
- reason for disconnection and if related to unpaid accounts how to pay so you can avoid disconnection of your energy supply;
- timeframe for disconnecting your energy supply;
- cost of reconnection (including details of any charges you will need to pay in addition to paying your unpaid invoice); and
- details of our complaints resolution process.

If you are a residential customer (except in the case of requested, agreed or emergency disconnections), we will only disconnect your energy supply on a working day, excluding Fridays and the day prior to a public holiday. If you are a business customer, we may disconnect your energy supply on any day.

Registered medically dependant consumers will not be disconnected.

### **Restricting or limiting your energy supply**

We or the network operator may choose to restrict or limit your energy supply instead of or before disconnection. We can do this in any of the situations where we have the right to disconnect your energy supply. We will give you reasonable notice before restricting or limiting your energy supply.

If your energy usage exceeds the limitation or restriction that we have placed on your energy supply

- you will need to change your energy use immediately (including by turning off electrical appliances) to be able to continue using energy supplied by us;
- self-disconnection may occur, in which case, you will need to follow the instructions on our notification letter or call us to self- reconnect, and
- we may fully disconnect your energy supply, in which case, we would follow the notice requirements outlined in the Warning of disconnection section.

## Reconnection

Before we reconnect you, you may be required to:

- pay all outstanding amounts you owe us, including any fees which may include a disconnection and reconnection fee. You can find out what the cost of the service fees are by going to our website [siesa.co.nz](http://siesa.co.nz) by visiting any of our offices or by phoning us on 0800 732 732;
- pay any collection costs we incurred in obtaining payment of the amounts you owed us;
- agree on a satisfactory method for paying future charges;
- provide a Bond;
- provide any appropriate safety certificates required by legislation;
- provide, to our satisfaction, ongoing access to your premises so we can fulfil our obligations under these terms and conditions; and
- agree to any additional terms and conditions we consider necessary.

You are also responsible for ensuring all appliances at your premises are switched off at the time of reconnection to ensure your property is protected.

Once you have satisfied the requirements for reconnection we will restore your energy supply as soon as reasonably practicable.

## Ending our agreement with you

This agreement may be terminated:

- by you providing us with five work days' notice. We will cease supply as soon as reasonably practicable following your request for termination. We will also arrange for a final invoice to be sent to your nominated address; or
- if either party believes the other party has breach this agreement in a material way.

On or before termination:

- a final meter reading is required. We will send a meter reader to take a reading. In some circumstances there may be a service fee and that will be explained to you at the time;
- you must pay in full any amounts you owe us and we will ensure we have paid all amounts we owe you

## Your responsibilities continue

Your responsibilities under this agreement that are intended to apply after this agreement has been terminated will continue until their purpose is served. Some examples include your obligation to pay all amounts you owe us and provide access for us to remove or alter equipment related to the supply of energy.



## **Our responsibilities continue**

Our responsibilities under this agreement that are intended to apply after this agreement has been terminated, will continue until their purpose is served. An example could include our obligation to pay any amounts we owe you. For example, we may be required to repay your Bond or recalculate a final invoice.

## **Your other responsibilities**

### **Not to interfere with the network**

You must not send signals or other communications through the network.

You must ensure that the way you use energy at your premises does not interfere with the quality of the energy supplied to others, or interfere with the network. If it does, you must stop the interference as soon as you become aware of it.

You will also be deemed to be in breach of this agreement if you ought to have become aware of any interference and did not stop it.

You must ensure that your premises comply with all statutory and regulatory requirements related to electrical supply

### **Increased use**

The equipment used to supply energy to you has a limited capacity. You must inform us if you expect to substantially increase the amount of energy you use (e.g. if you plan to install a spa pool or other equipment which uses a significant amount of energy).

### **Protection against surges or spikes**

Surges or spikes are momentary fluctuations in voltage or frequency and are not treated as interruptions.

We strongly recommend that you install surge protection devices for sensitive equipment like computers, microwaves, video recorders, televisions and other electronic devices. Contact your electrician for information about how to guard against surges, spikes and other fluctuations.

We also recommend that you consider taking out insurance against surges, spikes and other fluctuations or interruptions in energy supply that can damage your equipment.

### **Connections, disconnections and reconnections**

Only an authorised and qualified person may connect, disconnect, or reconnect your premises to the network.

You must advise us of any generation being installed for your main supply source and this will likely require an agreement from SIESA.

If you are making a new connection, or asking for a reconnection after six months or more of being disconnected, you need to obtain the appropriate certification from a licensed electrical inspector or other approved provider. You must pay any costs associated with certification. Please call us on 0800 732 732 if you would like advice.

## Access to your premises

You will give us and our representatives' rights of access for the purpose of:

- installing, upgrading, testing, inspecting, maintaining, repairing, replacing, operating, reading or removing our equipment (including upon termination of this agreement); and
- investigating or remedying any matter concerning the quality of energy supply or compliance with your responsibilities under these terms and conditions; and
- Electricity Authority audit information gathering; and
- verifying metering information; and
- ascertaining and remedying the cause of any interference to the quality of the line function services being provided to any person; and
- trimming trees and other vegetation where the network operator is required or entitled to do so under these terms and conditions, or any law, or to maintain public safety and the operational integrity of the network; and
- protecting or preventing danger or damage to persons or property relating to the supply of energy; and
- connecting or disconnecting the supply of energy; and
- enforcing these terms and conditions and complying with the law; and
- any other purpose related to the above.

If we or our respective representatives are unable to obtain rights of access to equipment installed at your property we may estimate your consumption for billing purposes or upon reasonable notice disconnect your energy supply.

When accessing your property, we or our respective representatives will:

- provide reasonable notice prior to accessing the property if circumstances allow (see notice of access below)
- take reasonable steps to minimise any direct impacts on your property and any inconvenience to you
- comply with any of your reasonable requirements (such as, for example, the time of entry, leaving gates as found, driving in a safe manner and taking reasonable steps not to disturb stock, and avoiding access through specific areas)
- carry identification that shows they are authorised representatives of us or our respective representatives and present this identification on request
- identify themselves to you before entering your property
- act courteously, considerately, and professionally at all times.

If any equipment relating to your energy supply or other equipment installed by us is located behind a locked door or gate, you will need to arrange for us to gain access. Where we regularly require access, we may obtain a key and/or other method of access from you.

Access to your premises must be safe and free of hazards and obstructions (for example, open manholes, barbed wire or rotten decks). You must let us know about any health and safety requirements or issues and provide us with any equipment that is necessary to ensure the health and safety of our representative on your premises.

You must inform us of any dog or other animal that may put us at risk and or ensure they are controlled when we visit. You may be prosecuted if any dog or animal threatens or attacks us or if you threaten, assault or harass us. You will be liable for all costs, loss or damage incurred by us arising out of your unsafe premises or any threats or attacks made by you, anyone on your premises, or your dog or other animals.

Our procedures for ensuring the secure storage, use of and return of any keys and/or other security information that we have for your premises that is in our or a third party's possession are available on request – please call us on 0800 732 732.

### **Notice of access**

Except in routine situations (such as, for example, reading or inspecting a meter that is located on the outside of a building) or emergencies, before accessing your property we or our respective representatives will provide written notice to you:

- when we or they will be accessing your property; and
- provide the reason why we or they are accessing your property.

The notice will be given:

- at least 10 working days prior to entry if we or our respective representatives intends to enter the property to undertake construction, upgrade, repair; or maintenance work (or any other time agreed by us or our respective representatives and you); or
- within a reasonable timeframe where we or our respective representatives intends to inspect or operate any equipment used in, or in connection with, the generation, conversion, transformation or conveyance of energy.

### **Immediate access to your premises**

In some circumstances, you will need to give us immediate access to your premises, including if we need to:

- restore electricity supply in your area after an outage; or
- prevent harm to people or property from equipment we are responsible for; or
- protect the network; or
- deal with any other emergency situation involving the supply of energy.

## **Meters and meter readings**

### **Installation of meters**

Unless we advise otherwise, you must have metering equipment installed at your premises to record energy usage and/or to control appliances as required by the network and your pricing plan.

You must pay all costs relating to the installation of any meters and related equipment. We will tell you the costs before meters are installed at your premises.

In some cases, it may be necessary to upgrade your meters if your consumption increases or we need to replace metering with new technology. We may charge you the costs of installing new meters. We will advise you on whether any upgrade is required and the cost of the upgrade.

No matter how it is installed, no meter is ever a 'fixture'. This means a meter never becomes part of the premises. At all times, it remains the property of the meter owner and you must not allow any security interest to be created over any meter or any of our other equipment.

## Meter maintenance and accuracy

We will test a meter on your property that we or you think is faulty.

- if we test a meter, we will inform you of the results of the test on request and if:
- it is faulty and you had no part in causing the fault, we will replace or repair the meter at our cost;
- it is not faulty and you requested the test, we may charge you our costs for testing the meter provided that the meter is found to be measuring the supply of energy within accepted industry standards;
- we will inform you prior to taking any action on your meter which may impact on your invoices or result in an extra charge.

You are responsible for maintaining the meter box and board on which the meters or related equipment are located, together with any fuse board, main switch, internal wiring and the wires that connect your premises to the network.

## Meter reading

We will read all meters at your premises in accordance with electricity industry regulations, standards and codes of practice. Most meters will normally be read monthly. You must give us access to read internal housed meters. We will contact you to make arrangements to enter internal buildings to read a meter or you may provide us with a key or access passwords.

If you do not provide us with access during normal meter reading service hours, we may charge you for reading your meter.

If you don't provide us with access to read a meter or we are unable to read the meter for any reason, we may estimate the amount of energy supplied and send you an invoice based on this estimate.

You may provide us with a meter reading over the phone, via email, or by other electronic means we may make available for an initial reading, a final reading or if your invoice is based on an estimated amount. We may accept or reject your reading at our discretion. For example, we will reject your reading if it is inconsistent with our records or with the existing customers final meter reading (for an initial read).

If you provide us with a valid reading that we accept, we will send you a new invoice based on that reading. If we reject your reading (for example, if it is inconsistent with our records or with the existing customer's final meter read for an initial reading), we may undertake and charge for an actual meter reading.

## Smart meters

We may, at any time, replace the meter on your premises with a smart meter or install a remote meter reading device on your existing meter.

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.

If we have installed a smart meter at your premises, we generally will not need access to read your meter. However, if we are unable to communicate remotely with the meter, we may still need to read the smart meter manually or estimate the amount of energy supplied to you. We will also still access your premises for the reasons outlined in the Access section, even if you have a smart meter installed.

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). We may charge you if you ask for a manual reading to be taken from a smart meter.

## Metering data

You agree that we own all metering data and any other data collected by the meter.

We may:

- receive, collect and store metering data relating to you and your premises, and
- use metering data for the purposes outlined in the Information and privacy section.

If your electricity usage materially changes, either a rise or decrease, we may contact you to check the cause of the change in consumption. This is to check whether the change was expected or may be due to change in household numbers or fault. We will take the change of circumstances into account and advise if this may result in a price plan change or if remedial action is required where there may be a fault or unknown cause.

## Meter testing and replacement

We may, from time to time, repair, test, check, change, replace, downgrade or upgrade the metering equipment at your premises as part of routine inspections, replacement programs or to reflect changes in your energy supply requirements. You may also request that the metering equipment be tested if you believe it is faulty or unsafe.

If a change of meter is required because of a change in your energy supply requirements, we may charge you for the cost of the alteration. We will let you know of any charges before we carry out the work.

If testing reveals the metering equipment is not measuring or operating within accepted industry standards and the fault was not caused or contributed to by you, we will:

- replace or repair it;
- meet the cost of the testing, and debit or credit your account with the value of our reasonable assessment of the error in previous charges from us.

If you ask for a meter test and the metering equipment is found to be measuring and operating within accepted industry standards, we may charge you for the cost of the test. We will let you know the cost before undertaking the test.

## Tampering with meters

Tampering with or bypassing metering equipment is dangerous, and energy theft is a criminal offence. You must take all reasonable steps to make sure no one tampers or interferes with the metering equipment or interferes with any smart meter in a way that prevents or restricts us from communicating with the device or recording metering data.

You need to let us know immediately if you:

- suspect the metering equipment has been tampered with, is faulty or the metering equipment seals have been broken, or
- become aware that there may be a problem with the metering equipment (for example, if your invoice is unusually low or the meter appears to have stopped).

You must pay for the energy we estimate you would have used while the metering equipment was not reading correctly if:

- the metering equipment has been tampered or interfered with or bypassed
- you take advantage of metering equipment that is inaccurate or not operating correctly, or

- you cause or allow someone else to cause any other loss or damage to us, the network operator or meter owner.

If any of these situations occur, we may require you to pay:

- for any costs or loss we incur investigating the interference or replacing or repairing damaged metering equipment; and/or
- a bond (or increased bond);
- disconnect, restrict, limit or suspend the supply of energy to you; and/or
- take legal action against you.

## Our prices, fees and charges

### Our prices

We will charge you for energy and any other services at the rates detailed on our pricing plans. Where an alternate plan is available you may change your pricing plan with us at any time, (subject to qualifying for that alternative plan). If there are no metering or other practical restrictions we will change your pricing plan within five working days. If you request a change to be made to your pricing plan this may incur a service fee. These rates may change from time to time. You can get a copy of the latest pricing plans by calling us on 0800 732 732 and we will send it to you by email, post or by visiting one of our offices or by going to our website at [siesa.co.nz](http://siesa.co.nz)

Some price plans may require additional meters. You may be charged for changes you require to any meter or other equipment required for the price plan you choose. We will advise you of any such additional costs when you choose your price plan.

If you request a product or service that will involve additional cost to you, we will in most cases advise you of that cost at the time.

Where it is not possible for us to provide you with the cost at the time of enquiry, we will provide an estimate of the cost or arrange to contact you in a reasonable timeframe with that estimate before the product or service is provided. If any circumstances arise, or are likely to arise, where you may be charged a service fee we will give you reasonable notice of those circumstances before the fee is incurred. We will also advise you where it is possible how those service fees can be avoided.

### Our fees

We also charge fees for services provided under this agreement. Our fees are set out in our fees schedule. You can obtain the schedule by calling us on 0800 732 732 and we will post it to you or by visiting one of our offices or by going to our web site at [siesa.co.nz](http://siesa.co.nz)

We may pass on fees or charges from regulatory agencies (such as the Electricity Authority), the network operator and the meter owner that relate to the supply of energy or other services to you. We may also charge you for any services performed on your premises requested by you or a third-party contractor working on your behalf (for example, a builder, electrician or arborist).

We will give you reasonable notice if circumstances arise or are likely to arise that may result in an additional fee, and we will let you know the amount of the fee and the reason for it.

We will also let you know if there is something you can do to avoid incurring the fee. If you ask for a product or service that involves an additional cost, we will tell you the amount (where that cost is known) or provide an estimate of that cost.

## Price changes

If, for any reason, our energy prices are going to increase and the increase will affect you, we will notify you as soon as possible, and in any event, at least 30 days prior to that change either in writing, by email or by publishing the changes in the local newspaper (provided you are not on a pricing plan that provides for energy price flexibility, meaning that the energy prices relating to the time and volume of energy may increase in a shorter timeframe in accordance with that plan). If our energy price increase will be greater than 5%, or our service fees increase and that increase is reasonably likely to have a material effect on you, we will communicate this to you individually in writing or by email as soon as possible, and in any event, at least 30 days prior to that change. We will also explain the reasons for the increase. We may however, reduce our energy charges or our service fees at any time.

If our energy prices change during a billing cycle we may pro rata the energy used over the period to determine a daily average usage and then apportion your bill at the different rates.

## Invoices and payments

### Our invoices

Each month, we'll send you an invoice for payment. Your invoice will show a balance brought forward as well as the current month's energy charges and usage (or estimated usage), service fees (if applicable) and charges for other services (if applicable) that we have provided to you. Our invoice will also include the identifier numbers of all meters that are covered by the account.

Unless we agree or tell you otherwise in writing, we plan to send you an invoice every month. Your invoice will itemise:

- the quantity and cost of energy supplied or estimated to be supplied
- any fees and charges (the amounts payable may be rounded)
- any taxes and levies
- any charges for other products or services you have asked us to provide
- any penalties or other charges additional to our usual fees on your invoice
- the date for payment.

We will ensure that reasonable skill and care has been applied in compiling the invoice so that the details contained in the invoice are accurate.

If your meter is not read for any reason we may estimate the use of energy at your property for the purpose of preparing your monthly invoice. If your invoice is based on an estimate it will say so on the invoice.

If you would like an explanation as to how estimates are calculated please call us on 0800 732 732 and we will provide that to you. Adjustments will be made in any subsequent invoice to reflect the actual usage once the meter has been read. If you receive an estimated account and would prefer to pay on an actual reading, simply give us a call with your meter reading as soon as possible and we will post you an up-to-date account.

### Delivery of invoice

We normally send our invoices to you by post or by email as agreed by you. You as the addressee will be deemed to have received our invoice three working days after we post it, or if the invoice has been sent by email, when the email has entered the addressee's information system or when the email comes to the attention of the addressee.



## Customer to pay invoice

You must pay our invoices in full by the due date on the invoice, whether it is based on actual or estimated energy use. You may not set off any of the amount you may owe to us under this agreement against an amount that we may owe to you.

If you think our invoice has an error, please contact us so we can clarify any issues.

If you dispute part (or all) of any invoice, you must still pay the undisputed amounts.

## Important advice

You should choose a payment option that enables you to pay our invoice on time to avoid unnecessary fees.

If you have a debt owing to us from a previous Account, we may transfer this debt to a current Account that you hold with us. The amount owing must be paid in accordance with the terms of the previous Account, unless we agree otherwise, but a default in payment may be treated by us as a default under this agreement.

If you fail to pay our invoice, your energy supply may be disconnected.

If you are having difficulty paying our invoices, please let us know. We have policies in place that may help you manage your payments.

If we have served you a disconnection notice and then entered into a payment arrangement with you, you must strictly adhere to the terms of that arrangement. The payment arrangement will only put the disconnection notice on hold, and failure to honour that arrangement may result in disconnection of your energy supply without further notice.

## Payment options

A number of payment options are available. If you phone us on 0800 732 732 we can explain them to you. If any currently offered payment options are to change we will give you at least 30 days advance notice. The notice will explain why the changes have been made and provide you with information on how the change may affect you. We will also advise of any alternative payment options that are available to you at that time.

You can pay our invoices in a variety of ways, by:

- direct debit authority
- regular automatic payment of a fixed amount
- telephone or internet transfer from your bank account
- charging your credit card;
- paying in advance
- internet transfer from your bank account
- paying at either the Stewart Island office of the Southland District Council, or the Invercargill office of the Southland District Council.

## Incorrect invoices

If you think there is something wrong with an invoice please call us on 0800 732 732 immediately. If you don't contact us and don't pay your invoice you may be disconnected.



If we have made an error with our invoice (irrespective of the cause) and undercharged you or we have failed to invoice you at all, we will issue or adjust the relevant invoices, and our normal payment terms will apply (subject to adjustment as noted under Late invoices).

Any amounts you are required to pay will take into account whether you have contributed to the error or could reasonably have been expected to know about it.

If we have made an error with our invoice (irrespective of the cause) and overcharged you, we will promptly credit any overcharged amounts. This does not apply where your invoice is based on an estimate of your energy use, as an adjustment will be made in a following invoice based on an actual meter reading.

### **Disputed invoices**

If you dispute any amount shown on your invoice, you must let us know immediately. You will need to tell us the amount in dispute and why you are disputing it. We will investigate the disputed amount as quickly as possible.

When you are disputing part of an invoice, you still need to pay all other amounts not in dispute. We will not disconnect your energy supply if you have not paid amounts that are genuinely in dispute and we are aware of this. However, we may disconnect your supply if you do not pay undisputed amounts.

## **Liability and compensation**

Subject to the maximum amounts set out below, any liability that SIESA has with you, in contract or tort, is limited to direct physical loss or damage to property or goods, where that loss or damage was reasonably foreseeable and has been caused by:

- breach of these terms and conditions by us; and/or
- our negligence.

SIESA shall not, in any event, be liable in an event or circumstance beyond our reasonable control ('a force majeure event'). A force majeure event includes but is not limited to:

- acts of God, war (whether declared or not), terrorism, riots, civil insurrection or epidemic;
- strikes and any other industrial action;
- storms, lightning, flood, earthquake, fire, volcanic eruption, landslide, accumulation of snow or ice or acts of animals;
- motor vehicle or other accident;
- faults in the network or acts or omissions by the network operator or meter owner;
- malicious damage;
- surges, spikes, other fluctuations or interruptions in the conveyance of energy into the network;
- the partial or entire failure of supply or availability of energy into the network;
- extreme energy shortages, extreme pricing events or threats to our ability to supply energy;
- compliance with any law or government order, rule, regulation or direction;
- your acts or omissions or any defect or abnormal conditions in or about your premises; or
- other similar circumstances beyond our control.

The maximum amount that we will pay to compensate you for loss is \$10,000.00 for any event or related series of events. If you wish to seek compensation for loss or damage arising from one of the above situations you must advise us in writing within 15 working days of the event occurring. If you haven't written to us within 15 working days to advise us of a possible claim we will not cover any loss or damage to your property.

We may choose to repair or replace any damaged premises or goods up to the same maximum amount instead of paying cash.

We will not pay compensation for loss of or damage to a computer or electronically stored data, hardware and/or software, and fridges, freezers and their contents or other electrical appliances.

The energy supplied by us will comply with the standards required under the Consumer Guarantees Act 1993. Except to the extent that we are legally entitled to exclude the provision of the Consumer Guarantees Act, nothing in the agreement will limit your rights under that Act. If you acquire goods and services from us for the purpose of a business the Consumer Guarantees Act 1993 does not apply.

## Network and other requirements

### The network operator

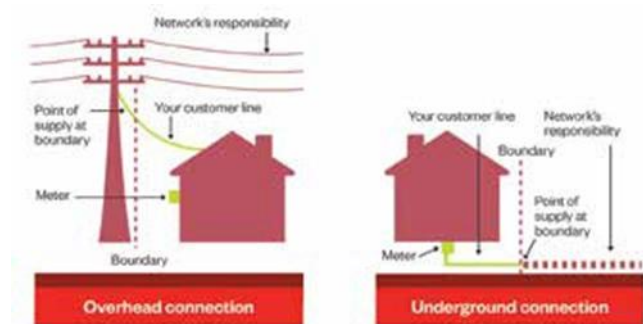
SIESA is the network operator who transports energy across our network to your premises, these terms and conditions relate to both network services and the supply of energy.

### Point of supply

With the exception of metering equipment, you are responsible for the maintenance, repair, replacement, enhancement and safety of all energy supply equipment beyond the point of supply.

You may be required to pay for, own and maintain any shared energy supply equipment required to supply your premises between the network and your point of supply.

This diagram shows who owns which part of the power supply system at your premises. Note that all electricity past the point of supply is your responsibility.



Generally, the electricity point of supply is at the pole fuse for an overhead connection and the property boundary for an underground connection.

If energy supply equipment entering your property also supplies someone else, the point of supply is where the supply becomes exclusively yours. You may be required to pay for or own and maintain the shared energy supply equipment required to supply your premises between the network and your point of supply.

You must ensure that there is no interconnection at any time between your point of supply and any other point of supply without the network operator's written agreement. This includes the installation of private solar or other generation.

Should you decide to install solar or other means of generation you must obtain permission from the network owner and advise us prior to installation being completed. You may be required to change the metering.

Please contact us or the network operator if you have any questions about your point of supply. We will tell you how you can locate the point of supply at your premises or, if we don't know, where you can get that information.

## Other matters

We may act at any time to exercise the rights we have under this agreement.

We may transfer to someone else all or any part of our rights or obligations under these terms. In the event that this may occur, we will advise you;

- that the agreement is being transferred to another company;
- where you can access the information, you need to contact the transferee company;
- when the transfer will take place.

You cannot transfer your rights or obligations under this agreement to any person without our prior written consent.

If SIESA commits an "event of default" as that term is defined in the code the Electricity Authority (or its successors or assigns) may assign SIESA's rights and obligations under this agreement to another energy company ("the recipient company"). The terms of this agreement may be amended upon assignment to the recipient company to:

- the standard terms the recipient company would have offered to you immediately before the event of default; or
- such other terms that are more advantageous to you than the standard terms as the recipient company and the Electricity Authority agree; and
- include a minimum term in respect of which you must pay an amount for cancelling the contract before the expiry of the minimum term.

The above term provides a benefit for the Electricity Authority and is enforceable by the Electricity Authority, its representatives, pursuant to the Contract and Commercial Law Act 2017

If SIESA has or is likely to have a receiver, liquidator, administrator or other similar officer appointed, we will take all reasonable steps to ensure that you receive continuity of energy supply.

If any terms of this agreement are, or become, ruled invalid, it will not affect the remaining terms of the agreement, which will remain in effect.

Unless otherwise set out in this agreement, our accounts or notices to you will be:

- delivered to your property or local post office if that is your preference; or
- mailed to the latest postal address you have given us; or
- sent to the latest e-mail address you have given us; or
- provided through a local newspaper if we consider that this is appropriate, or
- by telephone call in case of urgent requirements.

You as the addressee will be deemed to have received our notices three working days after we post it, or if the notice has been sent by email, when the email has entered the addressee's information system, or when the email comes to the attention of the addressee, or on the day of publication if provided through a local newspaper.

We normally send our invoices to you by post or by email as agreed by you. You as the addressee will be deemed to have received our invoice three working days after we post it, or if the invoice has been sent by email, when the email has entered the addressee's information system or when the email comes to the attention of the addressee.

## Changes to the agreement

We may from time to time change the terms of this agreement. Where minor changes are made to the terms of this agreement that more closely align it with industry model agreements or mandated requirements no notice of the changes will be given. This is only so long as the changes made are beneficial and/or of immaterial consequence to you.

We will tell you about any proposed changes by writing to you or by advertising a summary of the proposed changes in the local newspaper and will provide you with a copy of the proposed changes on request. You will have a reasonable opportunity to give us your suggestions or comments on any proposed changes to the agreement. We will tell you about any changes (including changes to payment options) at least 30 days before they come into effect by writing to you or by advertising the changes in your local newspaper.

Changes to our energy charges and service fees will occur as set out under the heading "Our Prices, Fees and Charges" in this agreement.

If our fees or charges are increasing, we will give you our reasons for that increase. We do not need to notify you individually if:

- the change in fees or charges is the result of a request made by you;
- we decrease our fees or charges;
- we undertake correction to any part of this agreement;
- we make changes to these terms and conditions that do not affect you; or
- the changes are to non-regular service fees or charges (for example, disconnection, reconnection or special meter reading charges).

If you wish to change any products or services that we supply to you under these terms and conditions, please contact us. If you are eligible for the different product or service, we will make the change as soon as practicable.

## Complaints

### Making a complaint

We are committed to giving you the best possible service. If something is not right, please call us on 0800 732 732 and we will try to resolve your complaint immediately over the phone. We will do our best to put things right as quickly as possible.

You may also contact SIESA by:

**Email:** [siesa@southlanddc.govt.nz](mailto:siesa@southlanddc.govt.nz)

**Post:** SIESA  
PO Box 903  
Invercargill 9840

Please refer customer complaints policy for further details

## Definitions

**Account** means your customer account with us for the provision of energy or energy supply services in respect of your premises;

**Appliance** means any appliance that uses, or is designed or intended to use electricity, whether or not it also uses, or is designed or intended to use, any other form of energy;

**Bond** means a sum of money we collect from you and hold as security against non-payment by you of our invoices;

**Customer service lines** means those lines that convey energy between your Point of Connection and your Premises;

**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;

**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;

**Lines** means works and equipment that are used or intended to be used for the conveyance of energy and includes Customer Service Lines;

**Line services** means:

- (a) The provision and maintenance of works for the conveyance of energy; and
- (b) The operation of such works, including the control of voltage;

**Meter** means a meter that measures the energy used and includes (but is not limited to) all associated wiring and relay and load control equipment;

**Network** means lines (other than Customer Service Lines), equipment and plant that is used to convey energy to the Point of Connection;

**Point of connection** means the point at which the responsibility for the equipment that supplies energy transfers between us and you;

**Premises** means the site to which energy is supplied or is to be supplied to a consumer;

**Qualified** means legally qualified and authorised;

**Regulations** means any applicable regulations, technical electricity codes of practice, and other relevant guidelines, protocols, industry standards and codes of practice as may be amended or substituted from time to time;

**Rights of access** means:

- safe and unobstructed access to and within your premises; and
- reasonable use of facilities and amenities available to you and ordinarily used in association with our equipment; and
- the right to gain immediate access to your premises for meter reads, disconnection and reconnection services or where we reasonably believe there is immediate danger to persons or property.

**SIESA** means Stewart Island Electrical Supply Authority which is a part of Southland District Council.

**Vulnerable customer** means a customer who has told us, or about whom it appears to us, that disconnection of energy at their property presents a clear threat to their health or well-being or of a member of their household, or who has mains powered equipment for critical medical support;

**We, us, our** means SIESA (and includes our employees, representatives and contractors);

**Working day** means any day of the week other than Saturday, Sunday, and Public Holidays in Southland;

**You, your** means you; a person who is supplied or who applies to be supplied with energy by SIESA and, if more than one person is supplied with energy by SIESA, means those people.

## Privacy Policy

We understand that your privacy is important to you. You will need to give us some personal information so that we can supply energy to you (if you are a customer) and provide some of the features available on our website. It's important this personal information, and any other information you give us, is correct and you let us know if there's any change to it. If you don't supply us with this information, we may not be able to supply energy to you.

By registering with us for energy services, you confirm that you're the account holder or are authorised by the account holder, to access the accounts for which you have registered, or for any accounts that you add to your account profile in the future.

We'll keep your personal information secure and it'll be held by us in our customer database in accordance with the Privacy Act 2020 and as set out in our terms and conditions above. However, we may release your personal information to any network operator that we work with to supply energy to you, if they request it. Otherwise, we'll only release your personal information and collect other information about you if you authorise us to do this, if we're legally required to, or to enable us to:

- carry out credit checks or otherwise assess your creditworthiness; or
- advise you of any products or services which we consider may be of interest to you; or
- conduct, or contact you for the purpose of market research; or
- collect debts; or
- implement any scheme for the payment of rebates to customers; or
- provide you with any services you have requested; or

If you want to know what information is held about you, please contact us. It's freely available to you. You're entitled to ask for any personal information to be corrected.

## Security policy

We're committed to making our website and databases secure. We've established electronic and physical processes to protect the information you give to us.

## Security technology

Wherever we require you to submit personal details, your information will be protected by security technology.

Security technology changes very quickly so we evaluate our security systems and processes regularly to make sure that when you use the secure areas of our website, we provide you with the appropriate level of protection.

All information you submit to us is sent to our secure internal servers for processing.

**Email**

While we have a variety of security measures in place, it's important to remember email is not secure. We cannot guarantee the privacy or confidentiality of any information that's sent over the Internet by email. In accessing and using the SIESA website, you accept that electronic mail passing over the Internet may not be free from interception or interference by third parties.