

Mystic Winds - Electricity Terms and Conditions

1. Introduction

- 1.1. These terms and conditions, together with your Pricing Plan and Special Terms (if any), detail our responsibilities as a supplier of electricity and yours as a customer.
- 1.2. These terms and conditions are effective from 26 March 2026, and supersede and replace any previous versions of these terms and conditions.
- 1.3. Our agreement (which includes these terms and conditions) is a legally binding agreement that takes effect between you and us from when become our customer, which (unless you and we agree otherwise) is the earlier of the date:
 - (a) we accept your application to be our customer;
 - (b) you first use electricity supplied by us; or
 - (c) determined by the relevant electricity switching process regulations and rules.
- 1.4. To enable us to supply your property with electricity, we have a lines company agreement with the network company relevant to your property. The lines company agreement contains provisions that you must comply with, which are incorporated into these terms. However, if you have an agreement directly with the network company, that agreement will replace the parts of this agreement dealing with your responsibilities to the network company.
- 1.5. If you are uncertain about any of the terms of this agreement, or you have a question, please contact us at info@mysticwinds.co.nz.
- 1.6. All words in these terms and conditions which are defined in clause 21 (*Interpretation*) shall have the meaning given to them in clause 21 (*Interpretation*).

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2. Becoming our customer

Assessing your application

- 2.1. We may accept or decline your application to become a customer at our sole discretion. To help us make our decision, we may require you to:
- (a) provide evidence of your lawful occupancy of the property;
 - (b) complete a credit check in accordance with clause 4 (*Credit checks and bonds*); and/or
 - (c) if you have a new or altered electricity connection, or if electricity supply to your property has been disconnected previously, provide us with a certificate of compliance or certificate of verification from a certified service provider in relation to your property.

Switching to us from another retailer

- 2.2. If we accept your application, and you are switching to us from another electricity retailer, we will arrange to terminate your current agreement with that retailer and otherwise comply with any relevant industry standards.

Moving to a property that we supply

- 2.3. If you move into a property that we already supply and you do not arrange for the supply of electricity to your property by another electricity retailer, you must contact us to apply to become our customer. If you do not contact us:
- (a) we may disconnect the electricity supply to the property; and
 - (b) you must pay for the electricity you have used and all applicable fees, including any disconnection fees.

Multiple customers at your property

- 2.4. We may permit joint accounts, at our discretion, which allows for multiple people at your property to be customers (each, a “joint account holder”). In this situation, our agreement applies to each joint account holder individually, as well as together. This means, for example, that you must pay the full amount of each of our invoices if another joint account holder has not paid their share.
- 2.5. You must notify us if you no longer wish to be a joint account holder, in which case we may elect to terminate this agreement with respect to you and/or require the remaining customers to enter into a new agreement.

3. Authorised persons

- 3.1. You may contact us to appoint an authorised person to deal with us and make decisions for you under this agreement.
- 3.2. In relation to each person you appoint as an authorised person, you:
 - (a) confirm the authorised person:
 - (i) is 18 years or older; and
 - (ii) has agreed to be an authorised person and to be contacted by us in that capacity; and
 - (b) agree they may provide us with information about you and we may disclose information about you to them.
- 3.3. You will remain responsible for meeting your obligations under this agreement and for any decisions made by any person you appoint as an authorised person.

4. Credit checks and bonds

- 4.1. We may require a satisfactory credit check before you become our customer and we supply electricity or other services to you. If this is the case, we will notify you when you become our customer and we will give you reasons for our decision.
- 4.2. We may, at any time, require you to pay a bond. Generally, we only ask this if you do not have a satisfactory payment record, are unable to establish a satisfactory credit record, or have had your electricity services disconnected in the past. If we require a bond payment, we will provide you with the reasons why. We may deduct amounts from your bond to recover any amount owing to us by you.
- 4.3. If we require a bond, it will:
 - (a) comply with all applicable law and industry standards;
 - (b) not exceed \$200;
 - (c) not bear interest; and
 - (d) at our discretion, need to be paid before we commence or re-commence supply to you or paid in accordance with our usual invoicing requirements.
- 4.4. We will refund your bond (subject to any deductions we have made or make to it in accordance with this agreement) within 1 month of you ceasing to be our customer, unless we agree otherwise with you. We may repay your bond at an

earlier date if we are satisfied a bond is no longer required. If we keep your bond for more than 12 months, we will notify you of the reasons why.

5. Commencing supply

If our supply of electricity to you has not commenced at the time you become our customer, we will endeavour to commence supply as soon as reasonably practicable, subject to any requirements set out in this agreement.

6. Electricity supply

Our commitment to you

- 6.1. We will provide your electricity supply and associated services in compliance with;
- (a) our obligations under this agreement;
 - (b) applicable law, including under the Electricity Act 1992, the Electricity Industry Act 2010, the Electricity Industry Participation Code 2010, the Consumer Guarantees Act 1993, and industry standards; and
 - (c) good industry practice in New Zealand.

Your commitment to us

- 6.2. You agree:
- (a) to use electricity safely;
 - (b) not to interfere with our or any other person's electricity supply;
 - (c) not to interconnect two or more network connection points;
 - (d) not to allow electricity supplied to the property to be taken illegally or used at any other property;
 - (e) to comply with the network company's standards and processes relating to network connection (which can be found on the network company's website);
 - (f) to give us notice at least seven days prior to any excavation or modification being carried out on the property that may affect the supply of electricity to you or any other person;

- (g) to provide, in a timely manner, us and our representatives with any reasonable assistance and cooperation we or our representatives request that is necessary to enable us to perform our obligations, or exercise our rights, under this agreement;
- (h) to execute any documents, and perform any act, that we may reasonably require in order to give full effect to the provisions of this agreement and the supply, and receipt, of electricity contemplated by it; and
- (i) to comply with our reasonable instructions and guidelines relating to your use of electricity.

6.3. You agree that we can act on any verbal instructions that you, a joint account holder, or your authorised person (or alternative contact person) gives us in relation to your electricity supply.

Fluctuations in the voltage or frequency of electricity

6.4. We cannot guarantee a continuous electricity supply or that momentary fluctuations in the voltage or frequency of electricity supplied to you (“surges”) will not occur. Surges are not considered interruptions to your electricity supply under this agreement.

6.5. Some electrical equipment (e.g., computers and whiteware) may be damaged or destroyed by surges. We will not be responsible for any such damage, to the maximum extent permitted by law. It is your responsibility to protect against the possibility of such damage, for example by using surge protective devices, maintaining adequate insurance and arranging for backup electricity supplies. You can contact your electrician, an electrical equipment store or your insurer for further information.

Planned interruptions to electricity supply

6.6. The supply of electricity to you may be interrupted:

- (a) for maintaining the Equipment associated with the electricity supply to your property or another property;
- (b) to help ensure the quality and safety of electricity supply to you or someone else;
- (c) to comply with applicable law or industry standards, or instructions from any relevant authority; or

(d) if we or the network company temporarily disconnect your electricity supply in accordance with this agreement.

6.7. Unless agreed otherwise with you, we, or the network company, will notify you at least four business days before any planned interruption to your electricity supply, unless the interruption is urgently required and was not reasonably foreseeable meaning that four business days' is not possible, in which case we, or the network company, will provide you as much notice as reasonable practicable.

Unplanned interruptions to electricity supply

6.8. Unplanned interruptions to your electricity supply may occur for many reasons, such as where the network is affected by strong weather, third party interference, natural disaster or any other reason beyond our reasonable control. We are not able to, nor required to, provide you prior notice of any unplanned interruptions.

Reporting and information

6.9. You can report, and access information about, interruptions by contacting us via our website: www.mysticwinds.co.nz.

Remedies

6.10. We are not responsible for interruptions or delays that occur due to events beyond our reasonable control, to the maximum extent permitted by law.

6.11. Following an interruption, we will take all reasonable steps to return your electricity supply to normal as soon as reasonably practicable.

6.12. If we receive compensation from the network company or any other third party for losses resulting from the interruption of electricity supply and that interruption negatively impacted you, we will pass on an appropriate portion of that compensation to you (as a credit to your account with us) taking into account factors such as other affected customers and our administrative costs, and, if you ask us to, we will explain how the amount passed on was determined.

Load control

6.13. Part of your electricity supply may be load managed. Load management involves reducing electricity demand on the electricity network by controlling supply of electricity to specific appliances (e.g., hot water cylinders), and may be performed by us or the network company, or a third party (see clause 6.16 (*Third party load control*)).

- 6.14. We and the network company may use load management switches on your property, and perform load management, without prior notice, if:
- (a) in relation to the network company, the network company is entitled to do so under their lines company agreement with us; or
 - (b) in relation to us, we are entitled to do so under the Special Terms or the Pricing Plan.
- 6.15. We and the network company may perform load management to temporarily interrupt your electricity supply from time to time for any legal purpose, including to ensure the safety, integrity or security of the network company's network or the national transmission system, or if required by a contract relating to the connection of that network to the national transmission system.

Third party load control

- 6.16. If you enter into any agreement or arrangement with any third party for load management in relation to your property, you must ensure that:
- (a) neither we nor the network company already has a right to use load management equipment in relation to your property;
 - (b) you do not enter into any arrangements relating (directly or indirectly) to the load that we or the network company already has a right to use load management equipment on, including that relate to control of your Equipment or of downstream metering equipment remotely or otherwise;
 - (c) the third party does not interfere with or damage any load management equipment owned by us or the network company, and, if any damage occurs due to the actions of the third party, you must promptly remedy it at your cost;
 - (d) the third party allows the network company to use load management equipment relating to your property to interrupt your electricity supply as required to enable it to fulfil its obligations as an asset owner under its lines company agreement with us and its obligations under the Code including in relation to security; and
 - (e) prior to performing load management, the third party has entered into an agreement with the network company which sets out the protocols for the use of the load, including to ensure compliance with clause (d) (*Third*

party load control) and the coordination of the disconnection and reconnection of load with the network company.

7. Metering and meter data

Meter readings, estimates and charges

- 7.1. Our charges for electricity supplied to you are generally based on your electricity usage and as recorded by the meters on your property. We or our representatives will read the meters at your property at intervals and using methods that comply with industry standards. Generally, meter readings will be done electronically and at least once every two months.
- 7.2. If we are unable to obtain a meter reading for any reason, we may estimate your electricity usage. We may also estimate your usage if your Pricing Plan requires billing to a particular date (for example, month-end) and the meter reading available to us was taken before or after that date.
- 7.3. Our estimates will be based on your historical consumption data. If you dispute the accuracy of any estimated invoice, you may provide us with an electronic copy of a photograph of your meter clearing displaying the meter reading (a “customer meter reading”). We will treat a customer meter reading as a valid meter reading if it meets our reasonable requirements. Valid meter readings may result in adjustments to your invoice in accordance with clause 8.6 (*Invoice items*).
- 7.4. From time to time, we may require you to provide us with a customer meter reading.
- 7.5. You will be responsible for any loss caused or suffered by you doing so.

Meter accuracy and testing

- 7.6. All meters are deemed to be accurate and all measurements taken from the meter will be binding on both you and us unless either you or us disputes the accuracy of the meter. In that event, the relevant provisions of the Code and other industry standards shall apply.
- 7.7. If you think that your meter is faulty, or otherwise not correctly recording your electricity usage, you must notify us. We or our representatives will check the meter within 14 days of your notification. If the meter is found to be accurate, we will charge you a fee for this service. If the meter is found to be inaccurate and you have been incorrectly charged for electricity, if necessary, we will arrange for the repair or replacement of the faulty meter and any underpayment or

overpayment will be paid in the manner set out in clause 8 (*Charges, invoicing & payment*). However, no credit will be given, and we may charge you for checking the meter, if we determine that the meter has been tampered with or bypassed.

Smart meters

- 7.8. On your property we may have installed, or may at any time replace your existing meter with, a smart meter. We may also install a remote meter reading device on your existing meter.
- 7.9. 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, which may include us needing to manually read the meter or estimate your electricity usage.
- 7.10. If we install a smart meter or remote meter reading device at your request, or due to:
- (a) an access issue; or
 - (b) you, your agent or invitee, a person in your household or their agent or invitee damaging your existing meter,
- we may charge you for the installation. We will let you know of any charges before we start the work.
- 7.11. If a smart meter has been installed at your property, whenever we disconnect or reconnect your electricity supply in accordance with this agreement, we may do so remotely.
- 7.12. We may charge you a fee if you ask for a manual reading to be taken from a smart meter.

Metering data

- 7.13. You must not obtain any data or information from metering equipment other than by way of the services we provide you under this agreement, unless agreed otherwise.
- 7.14. You agree that we or the network company own all data collected by meters. To the extent that such metering data constitutes personal information (as defined in the Privacy Act 2020), we will ensure that the metering data is held by us in accordance with our privacy policy (as updated from time to time and available at <https://www.mysticwinds.co.nz>).

8. Charges, invoicing & payment

Charges

- 8.1. We will send you invoices on a monthly basis, for the electricity supply to your property and for services provided to you under this agreement. Invoices will also cover any electricity we buy from you under this agreement. You must notify us if and when you do not receive your invoice by the date you would usually expect it.
- 8.2. The applicable charges and buy-back prices are those set out in the Pricing Plan, Special Terms, and Schedule of Fees, unless we and you agree otherwise. If we consider that circumstances have arisen, or are likely to arise, that may result in you incurring a fee, we will give you reasonable notice of the circumstances before you incur the fee, and explain how you can avoid incurring the fee.
- 8.3. We reserve the right to invoice you more frequently if you have previously failed to pay an invoice in full by the due date for payment.
- 8.4. For information on our fees, please visit our website and use the contact form to contact us.

Invoice items

- 8.5. Each invoice will:
 - (a) include identifier numbers of all installation control points (“ICPs”) the invoice refers to;
 - (b) clearly state if an estimate has been used;
 - (c) separately itemise the quantity of the electricity supplied (or estimated to have been supplied), any other services supplied to you, and the relevant charges; and
 - (d) if applicable, separately itemise the quantity of any electricity generated by you that we buy, and the relevant buy-back prices.
- 8.6. If we have estimated your electricity usage at your property in accordance with this agreement, we may use our estimates for the purpose of preparing your monthly invoices. If we do this:

- (a) we will provide you, following your request, a simple explanation of how the estimate was calculated;
- (b) you may provide us with a customer meter reading in accordance with clause 7.3 (*Meter readings, estimates and charges*);
- (c) we will make adjustments to any subsequent invoice to reflect actual usage per any valid meter reading we obtain.

Paying your invoice

- 8.7. You must pay each invoice in full by the due date, without deduction or set-off, regardless of whether the invoice is based on actual or estimated usage. However, if we send your invoice:
- (a) more than two months after the period to which it relates, you have 31 days to pay it (unless we advise you of a longer period); and
 - (b) more than three months after the period to which it relates, we will also contact you to agree an appropriate discount.
- 8.8. We reserve the right to charge our late payment fee on overdue charges (see Schedule of Fees). This fee will be added to your next invoice and is charged to help cover our costs associated with you not paying on time (e.g., chasing you for payment). You will not be liable to pay any interest or late payment fee in relation to an invoice that is incorrect or which we are late in sending you.
- 8.9. In the event of non-payment (including if payment from your nominated bank account is dishonoured, cancelled or refused), you agree that you will be liable for and pay for all our costs of recovering any outstanding amounts (for example, bank fees, legal fees, credit agency fees and court filing fees).
- 8.10. You will only be liable to pay for electricity consumed from the date of ownership or tenancy unless we agree another date with you. At our request, you must provide us with any evidence that we reasonably require to establish the date that you began to own or rent the property.
- 8.11. If we plan to change any of our alternate payment options available to you, we will give reasonable notice and adequate information to explain the changes to you before the change takes effect (such notice to be no less than 30 days' before the change takes effect).

- 8.12. If we are unable to provide you with a prepayment option, we will provide you with information about other companies that do.
- 8.13. If you are having difficulties in paying your invoice because you are a low income customer or a vulnerable customer, you may contact us via our website to discuss alternative payment options.

Price changes

- 8.14. We may change the rates, fees and charges that we charge you, as well as any discount or buy-back prices, from time to time.
- 8.15. Subject to clause 8.18 (*Price changes*), we will give you at least 30 days' notice in advance of any increase in our rates, fees or charges (or decrease in our discount or buy-back prices), together with the reasons for that increase (or decrease). If the increase (or decrease) is reasonably likely to have a material effect on you (for example, an increase of 5% or more in the total invoiced price for electricity supplied to you), we will provide you a separate, individual notice as soon as possible.
- 8.16. We may give you less than 30 days' notice, and instead reasonable notice, in advance of any increase in our rates, fees or charges (or decrease in our discount or buy-back prices), if the increase (or decrease) is due to:
- (a) a change to applicable law or industry standards;
 - (b) factors outside of our control (such as an increase in network company rates, fees or charges that we pass-through to you); or
 - (c) us discovering that information we relied on when deciding what rates, fees or charges apply to you is incorrect, or we otherwise receive new or corrected information about you.
- 8.17. We are not required to provide you notice of any change to our rates, fees or charges that is neutral or beneficial to you.
- 8.18. If you wish to change your plan type then you may contact us via our website. We will only change you to a plan that you are eligible for. Some of our plans are subject to reasonable restrictions, for example geographic location, local network company and meter and other equipment configurations. If we agree to make the change, we will do so within 30 days of the date you request the change. All changes will be made on a moving forwards basis unless we and you agree otherwise.

- 8.19. If we change our rates, fees, charges or discounts in a way that detracts you, and the change was not due to a circumstance listed in clauses 8.16(a) to 8.16(c) (*Price changes*), you may terminate the agreement before the change takes effect by providing notice to us, in which case you will not be charged any applicable early termination fees, but you will still be required to pay any charges incurred while you were a customer.

Correction of errors

- 8.20. Except if we have estimated the amount of electricity you have used (in which case your invoices will be adjusted after we obtain a valid meter reading), if we charge you an incorrect amount, we will:
- (a) in the case that you were overcharged, promptly refund or credit you (at our discretion) the amount overcharged; or
 - (b) in the case that you were undercharged, have the right to invoice you the undercharged amount. We will only exercise this right to the extent it is reasonable to do so in the circumstances, taking into account whether we or you have contributed to the error, or could reasonably have been expected to know of the error.

9. Responsibilities for electricity lines and equipment

- 9.1. In relation to all Equipment on the property that is not owned by or provided by the network company, us, or any of our representatives (including your meter board, fuse board, and wiring, and any electricity lines running from your Connection Point to any other point on the property), you are responsible for:
- (a) securing and maintaining such equipment in safe condition;
 - (b) ensuring that only suitably qualified tradespersons carry out any required work; and
 - (c) ensuring compliance with all applicable law and industry standards, including any safety or technical standards required for connection to the network.

In most cases, your Connection Point will be at a power pole or distribution box, however that is not always the case. If you are unsure of where your Connection Point is, you can contact us or the network company, and we or the network company will advise you how you can find out where it is.

- 9.2. If at any time we or our representatives reasonable suspect that you are not complying with clause 9.1 (*Responsibilities for electricity lines and equipment*), or we or our representatives intend to inspect, perform work on, or install, any Equipment, we or our representatives may require you to provide a certificate of compliance or certificate of verification from a certified service provider in relation to your property.
- 9.3. Title to Equipment supplied by the network company, us, or any of our representatives remains with that person, and you have no rights in or title to any such Equipment. You agree not to claim, or attempt to give any other person, any ownership in any Equipment on the property owned by the network company, us, or any of our representatives. You will not encumber any such Equipment or any part of it or use it as security in any way, or create any lien upon the Equipment whether for repairs or otherwise. Any Equipment supplied is not a fixture and can be removed by us.
- 9.4. You agree:
- (a) to protect all Equipment on the property from damage and unauthorised interference, and to provide and maintain suitable space for the safe and secure storage of such Equipment;
 - (b) not to, and not to allow anyone else to, disconnect, bypass, remove, replace, damage, or otherwise tamper or interfere with, any Equipment at your property belonging to us or our representatives (except to the extent that emergency action has to be taken to protect the health and safety of persons or to prevent damage to property). This obligation continues to apply after the termination or expiry of this agreement;
 - (c) to ensure trees, other vegetation and other obstacles are clear of all Equipment, and to comply with the Electricity (Hazard from Trees) Regulations 2003 which are available from <https://www.worksafe.govt.nz/laws-and-regulations/regulations/electrical-regulations/electricity-hazards-from-trees-regulations-2003/> in respect of any trees that you have an interest in that are near the Transpower national transmission system or any line that forms part of the network company's network. If you do not, we may arrange and pay for the clearing of trees, other vegetation and other obstacles, and charge you for the cost of us doing that;

- (d) to reasonably cooperate with our investigations into any damage to, or inference or fault with, any Equipment;
- (e) to ensure that your use of electricity at your property does not interfere with the lines network, our or our representatives' Equipment or the quality of the electricity supplied to others, and to cease any interference as soon as you become aware of it;
- (f) not to, without the prior written agreement of the network company, convey or receive or attempt to convey or receive any signal or other form of communication or any other thing (other than electricity in accordance with our lines company agreement with the network company and load control signals transmitted by or with the written consent of the network company) over the electricity network or cause or permit any other person to do so; and
- (g) to comply with reasonable instructions from us and the network company to ensure electricity lines or Equipment on your property are safe.

Your failure to comply with any of your obligations under this sub-clause will constitute a material breach of this agreement.

- 9.5. You must notify us immediately if you become aware of any fault in your electricity supply, or that Equipment at your property has been, bypassed, tampered or interfered with, or is damaged or faulty, by contacting us on our fault number found on your invoice or on our website (mysticwinds.co.nz). If you cannot find a fault number, you must contact us via our website.
- 9.6. Subject to clause 20.12 (*Your liability*), we will arrange and pay for the repair of Equipment (including meters) provided by us or our representatives unless we find that the Equipment has been tampered with or damage by you, your agent or invitee, or a person in your household or their agent or invitee, in which case you will pay for such repairs. If such tampering has prevented all or part of the electricity usage at the property from being accurately measured, we may disconnect your electricity supply, take legal action against you, and charge you:
- (a) the cost of repairing, replacing, or re-securing the damaged or faulty Equipment;

- (b) charges to cover our reasonable estimate of the unmeasured electricity supplied;
- (c) the costs involved in investigating the tampering and preparing an assessment of electricity usage; and
- (d) a reconnection fee (if we agree to reconnect you).

9.7. If any of our or our representatives' Equipment is no longer required, or upon discontinuance of our supply of services to you (whether by termination or expiry of this agreement or otherwise), we or our representatives may, after providing notice to you, remove any Equipment which we or our representatives own or control in respect of the property. This right applies for the period ending six months after the termination or expiry of this agreement.

9.8. If your property is supplied by a builders' temporary supply connection, we may, from time to time, require you to provide information to us for the purpose of checking whether that connection is still appropriate. If, acting reasonably, we consider that the connection is no longer appropriate (for example, if the building work on your property has stopped), then you must, within the reasonable timeframe we specify, arrange for your property to be transferred to a permanent supply connection. Your failure to comply with any of your obligations under this clause will constitute a material breach of this agreement.

9.9. We will notify you prior to taking any action on Equipment which may impact on your invoices or result in an extra charge.

10. Electricity generation

10.1. You may not, without the prior written consent of us and the network company, generate electricity or allow electricity to be generated on your property that will be injected into the network, nor attempt to do so. If we consent, our consent may be subject to:

- (a) you owning or operating the equipment used to generate that electricity;
- (b) you and the network company having entered into an agreement relating to injection of that electricity into the network;
- (c) you ensuring that you comply with all applicable law and industry standards concerning the installation and use of the generation

equipment, except that we will ensure your export meter complies with the requirements of the Code; and

- (d) any other conditions which we or the network company may require, including metering requirements, capacity and export limits, and conditions due to applicable law or industry standards.

10.2. Subject to you meeting your obligations under clause 10.1 (*Electricity generation*), we will pay you for your exported electricity at the buy-back prices we agree with you by way of crediting your electricity account. Any line charges or rebates received by us from the network company relating to your exported electricity will be passed onto you separately.

10.3. If you generate electricity and inject it into the network, you must, at all times, ensure that:

- (a) the electricity you generate and export into the network is generated by equipment that is located on your property;
- (b) you have provided us with a copy of your network connection approval from the network company;
- (c) you have an export meter at your property that is capable of reliably recording and exporting electricity into the network without our assistance and is approved and certified in accordance with Part 10 of the Code;
- (d) you have an operational and communicating import/export meter that allows us to reliably process your electricity consumption on a half hour basis (or more frequently);
- (e) your generation equipment, including the installation and use of the generation equipment, complies with all applicable law or industry standards (including the network company's standards and processes relating to network connection) and is not being operated in a manner which is likely to cause damage or injury to property or any person; and
- (f) you keep us informed of your current GST registration status.

10.4. We are not responsible for problems with the electrical lines or Equipment that affect your generation equipment or your ability to send electricity into the network (except if we are responsible for ensuring that your export meter complies with the Code). If you have problems with electrical lines or Equipment

for which the network company or Transpower is responsible, please contact that company.

11. Access to your property

Reasonable access

- 11.1. You must provide our, the metering equipment provider's and the network company's representatives unobstructed and safe access to your property (including any building or land where Equipment is located) whenever such representatives reasonably require access. This includes:
- (a) ensuring no person at your property threatens, assaults or harasses such representatives, or is otherwise abusive or offensive towards them;
 - (b) informing such representatives of any health and safety issues and requirements relevant to accessing your property;
 - (c) providing any necessary convenient space that such representatives require to support their reason for access; and
 - (d) if your Equipment is located behind locked doors or gates, letting us in or providing us with keys or security information (as applicable) so that we can access your Equipment.
- 11.2. If you fail to comply with clause 11.1 (*Reasonable access*), we may take steps to resolve the access issues and charge you for any costs associated with taking those steps, and we or the network company may become entitled to disconnect your electricity or terminate this agreement in accordance with clause 13 (*Disconnection and ending electricity supply*).
- 11.3. We or our representatives may require access to your property to:
- (a) inspect, read or verify meters and meter readings;
 - (b) install, connect or disconnect, operate, inspect, upgrade, test, remove or otherwise monitor or work on Equipment;
 - (c) connect, disconnect, energise or de-energise your Connection Point or electricity supply in accordance with this agreement;
 - (d) investigate any interference or damage, or suspected interference or damage, to electricity supply or Equipment;
 - (e) install, maintain or remove load management equipment;

- (f) ensure your compliance obligations in this agreement relating to your property, including clauses 10 (relating to injecting into the network), 9.4(c) (relating to keeping trees etc clear of equipment) and 9.4(f) (relating to conveyance of communications);
- (g) comply with provisions of our lines company agreement with the network company;
- (h) comply with applicable law;
- (i) restore electricity following an outage;
- (j) protect property or ensure the safety of any person;

or for any other reason relating to the supply of electricity and other services you receive under or in relation to this agreement.

- 11.4. In an emergency, including if access is required under clause 11.3(i) (relating to outages) or 11.3(j) (relating to safety), our, the metering equipment provider's or the network company's representatives may require immediate access to your property without notifying you. In all other cases (except in routine situations, including reading a meter that is located on the outside of a building), we will give you notice of when and why we need access to your property, and we will provide:
- (a) at least 10 business days' notice if we or our representatives need to construct, upgrade, repair or maintain any Equipment; and
 - (b) a reasonable period of notice if we or our representatives need to inspect or operate any Equipment, or if access is required for any other reason.
- 11.5. We or our representatives may require you to be present at your property during a period of access, in which case we will contact you to agree an appropriate time period for access. If we agree a time period with you, and you are not present at your property during that time period, we may charge you a fee.
- 11.6. If you do not own your property it is your responsibility to obtain the owner's consent before we, the metering equipment provider, or the network company install or remove any Equipment associated with electricity supply on your property.

Our access responsibilities

- 11.7. When accessing your property, our representatives will:

- (a) take reasonable steps to minimise any direct impacts on your property or inconvenience to you, and comply with your reasonable requirements for access (for example, relating to time of entry or avoiding certain areas during access);
- (b) carry appropriate identification and present their identification at your request;
- (c) identify themselves to you before entering your property; and
- (d) act courteously, considerately and professionally at all times.

11.8. In relation to any keys or security information you provide us, we will:

- (a) securely store your keys and security information;
- (b) only use your keys and information for the purposes of complying with and exercising our rights under this agreement; and
- (c) destroy your keys and security information promptly after we no longer require it for the purposes of this agreement (unless we and you agree otherwise).

You may contact us for further information on our protocols for secure storage, use, destruction and return of your keys and security information.

12. Use of personal information we hold

12.1. Our privacy policy, as updated from time to time, is on our website: www.mysticwinds.co.nz.

12.2. You acknowledge and agree that we will collect, hold, use and disclose your personal information (as defined in the Privacy Act 2020) in accordance with our privacy policy. This includes disclosing information about you and your electricity consumption to the network company, for any purpose for which we are, or may be, required to disclose that information to the network company under our lines company agreement, or any other agreement we have, with the network company.

12.3. You must provide us with, and you authorise any other person who holds information about you or others at your property to disclose to us, any information we reasonably request in relation to this agreement.

12.4. You must make sure the information you give us is correct, complete and not misleading, and you must always notify us if it becomes incorrect or changes.

Failure to comply with this requirement will be considered a material breach of this agreement.

13. Disconnection and ending electricity supply

Disconnection by the network company

13.1. The network company may disconnect your electricity supply, at any or all of your properties, if:

- (a) it is necessary to allow the network company to conduct planned maintenance activities;
- (b) it is necessary to avoid endangering persons or property;
- (c) there has been an occurrence, or there are circumstances, that may adversely affect the proper working of the network company's network or the national transmission system;
- (d) we suffer an event of default or an insolvency event under our lines company agreement with the network company (as those events are defined in that agreement);
- (e) you fail to give the network company access to your property in accordance with clause 11 (*Access to your property*) and that failure is material or persistent and you have been given 10 business days' notice that access is required (except that:
 - (i) such notice is not required if access is required under clause 11.3(c) (relating to disconnecting or reconnecting), 11.3(f) (relating to injection into the network, conveyance of signals and keeping trees etc clear of equipment), or 11.3(j) (relating to safety); and
 - (ii) if access is required under 11.3(h) (relating to compliance with law), and the relevant law prescribes a notice period, the required notice will instead be as prescribed by the relevant law);
- (f) you do not comply with clause 9.4(b) (relating to interference with Equipment), 10.1 (relating to injecting electricity into the network), 9.4(f) (relating to conveying communications over the network) or 6.2(e) (relating to complying with network company standards);
- (g) the network company has provided evidence of theft by you;

- (h) you are not party to a valid agreement with either us or the network company for electricity distribution services in relation your property; or
 - (i) we do not have a valid lines company agreement with the network company in relation to your property, or that agreement has expired or been terminated or is about to expire or be terminated.
- 13.2. If we receive a disconnection notice from the network company in relation to your property, we will provide you with notice.
- 13.3. If the network company disconnects your electricity supply, and you need to arrange reconnection, you will need to contact the network company rather than us.

Disconnection by us for non-payment

- 13.4. Subject to applicable law, we may disconnect your electricity supply and/or terminate this agreement, in each case in relation to any or all of your properties, if you fail to pay an amount owing to us by its due date, provided that:
- (a) if the amount owing to us is based on an estimated meter reading, we reasonably believe that it is fair and reasonable in the circumstances to disconnect your electricity supply;
 - (b) the amount owing to us is not subject to the complaints procedure set out in this agreement;
 - (c) disconnection does not take place on a Friday, Saturday, Sunday, public holiday or the day before any public holiday in your area; and
 - (d) we have complied with clause 13.5 (*Disconnection by us for non-payment*).
- 13.5. If we intend to disconnect your electricity supply for non-payment under clause 13.4 (*Disconnection by us for non-payment*), we will send you:
- (a) a disconnection notice at least seven business days before we disconnect your electricity supply; and
 - (b) a further disconnection notice at least 24 hours before we disconnect your electricity supply.

Each disconnection notice will specify the timeframe within which we may disconnect your electricity supply and advise you how you can prevent disconnection from occurring.

Disconnection by us for other reasons

- 13.6. We may disconnect your electricity supply and/or terminate this agreement, in each case in relation to any or all of your properties, if:
- (a) you commit an irremediable material breach or persistent breach of this agreement (other than for non-payment), provided that the breach is clearly established and not subject to the complaints procedure set out in this agreement;
 - (b) you commit a remediable material breach or persistent breach of this agreement (other than for non-payment), provided that:
 - (i) the breach is clearly established and not subject to the complaints procedure set out in this agreement;
 - (ii) we have provided you notice of the breach and of the need to remedy it in order to avoid disconnection or termination; and
 - (iii) you have not remedied the breach within seven business days after receiving notice of the breach from us;
 - (c) it is necessary due to an emergency threatening life or property, or such an emergency is likely to occur if we do not disconnect your electricity supply, or if your connection or any equipment within it is manifestly unsafe and it is not reasonable or practical in the circumstances to make the situation safe in another way;
 - (d) you are involved in fraudulent or dishonest activity in connection with your account, or we reasonably suspect you of using our electricity supply or any of our services for any unlawful activity;
- (a) required by applicable law or industry standards; or
- (b) we do not have a valid lines company agreement with the network company in relation to your property, or that agreement has expired or been terminated or is about to expire or be terminated.

Disconnection at your request

- 13.7. If you wish to disconnect your electricity supply, or terminate this agreement, for any reason, you must give us at least 48 hours' notice (unless specified otherwise in this agreement).

- 13.8. Any disconnection requested by you may result in additional charges.
- 13.9. Following a request by you to permanently disconnect your electricity supply, we will cease supply as soon as reasonably practicable.

Switching to another retailer

- 13.10. If you decide to switch to another retailer, we will help facilitate the switch and will comply with any applicable law and industry standards.
- 13.11. Following your switch, if your new retailer's subsequent meter reading shows that our final estimated meter reading was inaccurate, we may revise our final invoice to you.

Moving property

- 13.12. You must give us at least three business days' notice prior to you moving property.
- 13.13. If you move property you may apply for us to provide electricity to your new property. If we agree to supply electricity to your new property, this agreement will apply to your new property and we may include in your invoices for your new property fees due in relation to your old property.
- 13.14. If someone at your old property is staying on (e.g. your flatmate), they may apply to be our customer, in which case we may agree to transfer your account to them.
- 13.15. If you remain an account holder and electricity is consumed at the property after you leave, you will remain liable to us including for paying our fees, until another person or persons become solely liable for the electricity supply at the property or we disconnect our supply to the property.

Consequences of disconnection or termination

- 13.16. Following notice of termination or disconnection (other than temporary disconnection), or termination or expiry of this agreement, for any reason:
 - (a) you will be liable to pay all fees and charges, and repay any credits, relating to our supply of electricity and the services we provide you under this agreement up until the time you cease to be our customer (e.g., in the case of a switch, until a new retailer becomes responsible for the supply of electricity to the property);
 - (b) at our request, you must provide a final meter reading to us in the method we specify;

- (c) we or our representatives may complete a final meter reading (on premise or remotely), which we may charge you for;
- (d) we or our representatives may remove Equipment from your property, in accordance with clause 9.7 (*Responsibilities for electricity lines and equipment*); and
- (e) we will send you a final invoice that will include all of our final charges and credit reversals (if applicable).

Reconnection of supply

13.17. If you want to start your electricity supply again, you must let us know, and you must not attempt to reconnect the electricity supply yourself. We will reconnect you as soon as reasonably practicable provided you satisfy our reasonable requirements for reconnection, which may include that you:

- (a) pay all outstanding amounts;
- (b) pay a reconnection fee;
- (c) pay a bond;
- (d) enter into payment plan with us
- (e) remedy, to our satisfaction, any breach of this agreement that led to the disconnection;
- (f) be present at the time of reconnection;
- (g) complete a credit check;
- (h) turn off all appliances at your property; and/or
- (i) install a prepay meter.

13.18. If the network company charges us for a period of disconnection (for example because it is shorter than a year, we will pass this charge onto you (along with any other applicable fees).

13.19. We may charge you for our costs associated with failed attempts to reconnect your electricity supply if the failure has occurred due to your act or omission.

13.20. You will be responsible for any liability suffered or incurred by you or a third party as a result of us reconnecting the electricity supply at your property.

Survival of rights and clauses following termination

- 13.21. Termination or expiry of this agreement shall not affect any rights or obligations which may have accrued prior to termination or expiry. Any obligations in clauses which are intended to have effect beyond the term of this agreement will continue in full force and effect notwithstanding the termination of this agreement, including your obligation to pay all amounts owing under this agreement.

14. Medically dependent customers

- 14.1. If at any time you are, or believe you may be, a medically dependent customer, or you have, or believe you may have, a medically dependent customer at your property, you must immediately notify us. We may require verification of this status by a suitable qualified third party (e.g., a doctor) from time to time (but no more than once every 12 months). You must immediately notify us if you or someone at your property stops being a medically dependent person.
- 14.2. If you or someone at your property is a medically dependent customer, or a vulnerable customer, we will comply with our obligations under applicable law and industry standards relating to the provision of assistance and disconnection of electricity supply.

15. Assignment and sub-contracting

- 15.1. You cannot transfer any of your rights or obligations under this agreement to any other person.
- 15.2. We may transfer all or any part of our rights or obligations under this agreement to any other person. If we do this, we:
- (a) will advise you of the transfer, how to contact the transferee and when the transfer will take place; and
 - (b) may share information about you to the transferee if required as part of the transfer.
- 15.3. If we transfer all or any part of our rights and obligations under this agreement to another person (other than our related company) without your consent, and the assignment is to your detriment, you may terminate this agreement by providing us written notice, in which case you will be required to pay any charges incurred while you were a customer but not any applicable termination fee.

- 15.4. If Mystic Winds 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 electricity supply.
- 15.5. If we commit an event of default as defined by the Code, the Electricity Authority may:
- (a) assign or transfer our rights or obligations under this agreement to another electricity retailer;
 - (b) amend this agreement to be consistent with, or more favourable than, the standard contract the new retailer would normally have offered you immediately before we committed the event of default;
 - (c) amend this agreement to include a minimum term and an obligation on you to pay an early termination fee for cancelling the contract before the expiry of the minimum term; and/or
 - (d) require us to provide information about you to the Electricity Authority (which you agree the Electricity Authority may pass onto another electricity retailer).
- 15.6. The terms under clause 15.5 (*Assignment and sub-contracting*) are for the benefit of the Electricity Authority for the purposes of subpart 1 of Part 2 of the Contract and Commercial Law Act 2017 and cannot be amended without the consent of the Electricity Authority.
- 15.7. We may sub-contract or delegate any of our obligations under this agreement to any other person.

16. Changes to our agreement

- 16.1. We may change this agreement at any time by amending, removing or adding terms. We will provide you at least 30 days' notice of any proposed changes that we consider may be detrimental to you, unless we are required to make the change by a relevant authority or an amendment to applicable law or industry standards, in which case we will provide as much notice as reasonably practicable. No notice is required for any other changes. By continuing to use the electricity and other services we provide to you, you agree to our changes to this agreement.

- 16.2. If you do not accept any proposed change to our agreement that would be detrimental to you, you may terminate the agreement before the change takes effect by providing us notice. If you terminate our agreement, you will still be required to pay any charges incurred while you were a customer, except we will not charge you any early termination fees provided that:
- (a) you tell us that the proposed change is your reason for terminating; and
 - (b) the change was not:
 - (i) due to circumstances outside our control; or
 - (ii) required to be made by a relevant authority or an amendment to applicable law or industry standards.

17. Notifications

- 17.1. Notices that we send you under this agreement must be sent by any of (or any combination of) the following means:
- (a) By sending you an e-mail.
 - (b) By sending you an SMS message.
 - (c) By placing a notice on your statement.
 - (d) By calling you and speaking with you or leaving a voicemail message.
- 17.2. Notices that you send us under this agreement must be sent by any of (or any combination of) the following means:
- (a) By sending us an e-mail at info@mysticwinds.co.nz.
 - (b) By writing to us using the contact form on our website at info@mysticwinds.co.nz.

18. Safety and faults

General faults and outages

- 18.1. For safety reasons, it is important that faults in your electricity supply are acted on immediately. To report a fault, contact the network company in first instance, and then us by using our fault number found on your invoice or on our website (mysticwinds.co.nz). If you cannot find a fault number, contact us via our website.

- 18.2. We suggest that you disconnect and switch off all appliances or equipment that could create a hazard when the electricity supply is interrupted, such as heaters and stove tops.
- 18.3. If you are unsure about the safety of any lines on or near your property, please contact the network company, or us, immediately.

Electrical hazards

- 18.4. The electrical lines between your property and the network connection point operate at high voltages which can cause serious injury or death if handled, or if you touch any object (such as a tree or branch), person or substance (such as water) which has come into contact with or is entangled in them. For your safety, please treat all electrical lines as live and potentially deadly at all times. If any object comes into contact with an electrical line, never attempt to remove it yourself. Instead, contact the network company, or us, immediately.
- 18.5. If an electrical line has fallen onto the ground, do not approach it or any object in contact with it. Ensure that you and any other person stays at least 10 meters away. Do not enter any water source in contact with a fallen electrical line.
- 18.6. If there is an electrical accident and a person has been injured, do not touch the person if you think they may still be in contact with a live electrical source. Switch the source of electricity off, or if you can't, move the source away from you and the injured person using a non-conducting object such as a dry wooden broom handle if it is safe to so do. Dial 111 and ask for an ambulance immediately.
- 18.7. If there is an electrical line in contact with a vehicle, the vehicle may be live and conducting electricity. Any person who attempts to reach or leave the vehicle is at risk of electrocution. If you are in such a vehicle, stay in the vehicle until the line has been made safe. If you do need to leave the vehicle due to fire or other emergency, jump as far away as possible keeping your feet together as you land. Never touch the vehicle and ground at the same time.
- 18.8. We recommend that you do not attempt to perform any tree trimming in the vicinity of an electrical line. You should hire a professional tree trimmer with appropriate experience and safety procedures to safely and competently carry out such activities. If you or your contractor are performing tree trimming in the vicinity of the line connecting your property to the network, you can contact us to request a temporary safety disconnection.

- 18.9. Weather conditions such as wind and snow storms may cause trees or branches to come into contact with overhead lines and poles. If you have a tall tree that could impact electrical lines, we recommend that you trim or remove it.

19. Questions and complaints

- 19.1. If you have a question or complaint relating to your electricity supply or this agreement, please contact us at info@mysticwinds.co.nz. If we consider your complaint or query is more appropriately dealt with by the network company than us, we will advise you and refer you or your complaint to the network company. The network company will then be responsible for managing your complaint or query.
- 19.2. We may require you to put your complaint in writing to aid the processing of your complaint.
- 19.3. When we or the network company reasonably consider that your complaint has been dealt with or resolved, or that your complaint is frivolous, vexatious or otherwise not genuine, we will notify you, at which point your complaint will be deemed no longer subject to our complaints procedure.
- 19.4. If we or the network company cannot resolve your complaint with you, or you are otherwise not satisfied with how we dealt with your complaint, you may be able to refer the complaint to the Utilities Disputes, a free and independent dispute resolution service. You can contact Utilities Disputes, and find out more about their services, by visiting their website (www.udl.co.nz), phoning them (0800 22 33 40) or emailing them (info@utilitiesdisputes.co.nz).
- 19.5. If Utilities Disputes cannot resolve your complaint to your satisfaction, then you may pursue your complaint through the dispute tribunal or court system.

20. Liability

General and Consumer Guarantees Act

- 20.1. Any rights you have and obligations we have to you under the Consumer Guarantees Act 1993 and the Fair Trading Act 1986 are not affected by this agreement, unless clause 20.2 (*General and Consumer Guarantees Act*) applies to you.
- 20.2. To the extent that you are in trade and you receive electricity and services from us in trade, you agree that the Consumer Guarantees Act 1993 does not apply to

this agreement provided it is fair and reasonable that you are bound by this clause. All warranties, guarantees or obligations imposed by the Consumer Guarantees Act, the Fair Trading Act 1986 or the Contract and Commercial Law Act 2017 or any other law on:

(a) the network company concerning the services provided by the network company under its lines company agreement with us; and

(b) us concerning the supply of electricity and other services to you,

are excluded from this agreement to the maximum extent permitted by law (including if you are acquiring or hold yourself out as acquiring electricity for the purpose of a business).

20.3. If you on-sell electricity to an end-user, you must include in any agreement between you and an end-user exclusions on the same terms as clause 20.2 (*General and Consumer Guarantees Act*), to the fullest extent permitted by law (including if the end-user is acquiring or holds itself out as acquiring electricity for the purpose of a business).

20.4. The limits on liability contained in this clause 20 (*Liability*) shall apply to the maximum extent permitted by law.

Our liability to you

20.5. We will not be liable to you, whether in contract, tort (including negligence), under statute or otherwise, under or in connection with this agreement or the provision of electricity and services to you, for any loss or damage you suffer, unless, and only to the extent, the loss or damage is:

(a) to your physical property;

(b) a direct result of our breach of this agreement or our negligence;

(c) reasonably foreseeable; and

(d) not otherwise excluded or limited by this agreement.

20.6. We will not be liable to you, whether in contract, tort (including negligence), under statute or otherwise, under or in connection with this agreement or the provision of electricity and services to you, for any:

(a) loss or damage caused by reasons beyond our reasonable control, including:

- (i) problems with generation, transmission or distribution of electricity;
 - (ii) acts or omissions of any third party, including the network company or metering equipment provider; and
 - (iii) our actions or omissions necessary to comply with any binding order or requirement of any government, any local authority or any government, statutory or regulatory body;
- (b) loss or damage to the extent that it is caused or contributed by you;
 - (c) indirect or consequential losses; or
 - (d) loss of production, loss of profit, loss of revenue, loss of contract, loss or corruption of data, loss of goodwill, business interruption or loss of claim.

20.7. Our aggregate liability to you, whether in contract, tort (including negligence), under statute or otherwise, under or in connection with this agreement or the provision of electricity and services to you, is limited to \$10,000 for any one event or series of events.

Network company liability

20.8. The network company has no liability to you, whether in contract, tort (including negligence), under statute or otherwise, relating to the supply of electricity to your property under this agreement. However, you may be eligible to compensation from us in relation to network company failures in accordance with clause 6.12 (*Remedies*).

Meter Company Liability

20.9. The metering equipment provider has no liability to you, whether in contract, tort (including negligence), under statute or otherwise, relating to the supply of electricity to your property under this agreement.

Your liability

20.10. Your aggregate liability to us, whether in contract, tort (including negligence), under statute or otherwise, under or in connection with this agreement or the provision of electricity and services to you, is limited to \$10,000 for any one event or series of events. This limitation does not apply to:

- (a) your obligation to pay any outstanding charges or amounts under this agreement; or
- (b) any liability for fraud, fraudulent misrepresentation, wilful breach or wilful damage by you, or anyone else living in or invited to your property.

20.11. You indemnify the network company and the metering equipment provider against any direct loss or damage caused or contributed to by the fraud of, dishonesty of or wilful breach of this agreement by you or any of your officers, employees, agents, invitees, or any person in your property or their agents or invitees.

20.12. If any of the network company's Equipment is damaged by the negligence or wilful act or omission of you, your agent or invitee, a person in your household or their agent or invitee, you will pay the cost of making good that damage to the network company.

Remedies cumulative

20.13. The rights and remedies set out in this agreement are cumulative and are in addition to any rights or remedies provided under applicable law.

Third-party rights

20.14. The terms and conditions in this agreement which refer to the network company (indirectly or directly) are intended to be for the benefit of, and are enforceable by, the network company under the Contracts and Commercial Law Act 2017.

20.15. The terms and conditions in this agreement which refer to the metering equipment provider (indirectly or directly) are intended to be for the benefit of, and are enforceable by, the metering equipment provider under the Contracts and Commercial Law Act 2017.

21. Interpretation

21.1. In this agreement, except if the context otherwise requires, the following terms have the meanings set out below:

"agreement" means these terms and conditions, your Pricing Plan and any Special Terms;

"business day" means a day, other than a Saturday or Sunday, on which New Zealand registered banks are open for business in Auckland;

“Code” means the Electricity Industry Participation Code 2010;

“Connection Point” means the point at which a property’s installation connects to a circuit breaker, switch, fuse or other isolating device on the network company’s network;

“customer” means a person who has applied to have electricity supplied by us and whose application we have accepted for so long as they have a valid agreement for the supply of electricity with us, or a person who we otherwise supply electricity and associated services to;

“customer meter reading” has the meaning given to that term in clause 7.3 (*Meter readings, estimates and charges*);

“Embedded Network” has the meaning set out in Part 1 of the Code;

“Embedded Network Owner” means the owner or operator of an Embedded Network;

“Equipment” means any meter, telemetry equipment and other equipment used to measure or record electricity usage or demand, to transmit or convey electricity usage data, or to supply electricity to your property or any associated equipment (including load management equipment, pipes, switches, fuses, transformers, relays, remote readers, wiring, meter boards and pre-payment devices, and all associated fittings);

“GST” means goods and services tax as defined by the Goods and Services Tax Act 1985;

“industry standards” means all accepted electricity industry codes and standards, rules and protocols that are applicable to the existence or operation of this agreement or the supply of, and payment for, electricity and associated services from time to time;

“joint account holder” has the meaning given to that term in clause 2.4 (*Multiple customers at your property*);

“material breach” means a non-trivial breach of this agreement, or a breach of a material term of this agreement, and includes any failure that this agreement expressly states is a material breach of this agreement;

“medically dependent customer” means a person who relies on mains electricity for critical medical support (including use of medical or other electrical

equipment needed to support a treatment regime), such that loss of electricity may result in loss of life or serious harm;

“meter” or “metering equipment” means equipment and other apparatus used to measure the quantity of electricity conveyed to your Connection Point and/or your patterns of electricity usage and/or electricity demand, and includes any associated relays and all associated fittings, pre-payment metering equipment and remote meter reader devices;

“Mystic Winds” means Awhitu Windfarms Limited (company number 2330459), trading as Mystic Winds;

“network company” means the company or organisation (which may be the Embedded Network Owner) that owns the local electricity network relevant to the property, and its employees, contractors and agents;

“our representatives” means any person we engage in connection with the electricity supply and other services we offer to our customers, and may include third party service providers, our employees or contractors or agents, or the employees, contractors or agents of:

- a. the network company; and
- b. the metering equipment provider;

“persistent breach” means repeated breaches, and includes three or more breaches of this agreement within a 12 month period;

“Pricing Plan” means our rates, fees, charges and discounts (excluding any pre-payment arrangement) available on our website, the Pricing Schedule and the Special Terms, which we determine, from time to time, you are eligible for and is most appropriate for you based on our criteria;

“property” or “properties” means the land and buildings to which we agree with you to supply electricity;

“related company” has the meaning set out in the Companies Act 1993;

“Special Terms” means any special terms that have been agreed between us and you that add to or modify these terms and conditions or the Pricing Plan;

“surges” has the meaning given to that term in clause 6.4 (*Fluctuations in the voltage or frequency of electricity*);

“Transpower” means Transpower New Zealand Limited;

“vulnerable customer” means a domestic consumer for whom, for reasons of age, health or disability, disconnection of electricity presents a clear threat to their health or wellbeing, and/or it is genuinely difficult for that consumer to pay his or her electricity bills because of severe financial insecurity (whether temporary or permanent);

“we”, “us”, and “our” means Mystic Winds and includes its officers, employees, contractors, agents, successors, and assignees; and

“you” and “your” means you, the customer.

- 21.2. Words importing persons include corporations and vice versa.
- 21.3. References to a statute or regulations, industry code or standard include a reference to that statute or those regulations or that industry code or standard as from time to time modified, re-enacted or consolidated whether before or after the commencement of this agreement and, in the case of a statute, include all orders, ordinances, regulations, and by-laws made under or pursuant to that statute.
- 21.4. Unless the context otherwise requires, the singular includes the plural and vice versa.
- 21.5. The words “including”, “include”, “in particular”, “for example” and words of similar effect shall not be deemed to limit the general effect of the words that precede them.
- 21.6. References to this agreement shall include any schedules. References to clauses and schedules are to clauses of, and schedules to, this agreement.
- 21.7. If there is a conflict, apparent conflict or ambiguity in or between any of the sections of the agreement set out below, the sections shall be applied in the following order of precedence:
 - (a) Special Terms;
 - (b) Pricing Plan; and
 - (c) these terms and conditions.
- 21.8. If any provision of this agreement is held to be illegal, invalid or unenforceable, in whole or in part, the provision shall apply with whatever deletion or modification is necessary so that the provision is legal, valid and enforceable. If such deletion or modification is not possible, then such provision or part of it shall, to the extent

that it is illegal, invalid or unenforceable, be deemed severed from this agreement, and the remainder of the agreement shall not be affected.

- 21.9. No failure of you or us to exercise, and no delay in you or us exercising, any right or remedy in connection with this agreement shall constitute a waiver of that right or remedy.

Schedule of fees

Below are the fees applicable to our provision of services to you under this agreement that are not part of our normal electricity supply. All fees include GST. "After hours" refers to weekdays 6pm-8am, and weekends/public holidays.

Please note that this schedule sets out standard fees for standard services. If non-standard services are required – for example, work by an electrician or the network company – or if you live in a lifestyle, rural, or remote area, we may charge you additional fees. We may also on-charge to you any fees we incur from a network company or other third party in relation to services provided to you either at your request or due to your non-compliance with this agreement. If you are likely to incur fees other than the standard service fees below, we will endeavour to provide you a quote (or our best estimate) prior to you incurring those fees.

Payment Fees

Internet banking	N/A
Direct debit (recurring payment from a bank account)	N/A

Administrative Fees

Late payment fee	\$15
Credit refund (per refund of a full or partial credit balance)	\$15
Invoice paper copy	\$5
Debt recovery fee	Passed on at cost from our debt collection agency

Meter Fees

Meter or site verification / investigation	\$140
Final or special meter read	\$30
Meter relocation or replacement	\$210
Meter test	\$260

Reconnection and disconnection fees

Smart meter <ul style="list-style-type: none">• Reconnection / disconnection• After hours reconnection / disconnection	\$25 \$95
On-site <ul style="list-style-type: none">• Reconnection / disconnection• After hours reconnection / disconnection	\$120 \$160

Other fees

Failed site visit due to customer (e.g. cancellation, access issue or failure to attend)	\$85
Lines charges relating to generation	Passed on at cost from the network company