

# ID Power General Terms and Conditions

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## 1. Your Account with ID Power

### **New Customers**

- 1.1 When you sign up for an Account with us and we agree to supply you with electricity to your Property then these Terms and Conditions will apply to you from that time and in relation to that Property unless we have specifically agreed a different commencement date with you.

### **Moving to a property already supplied by ID Power**

- 1.2 If you move in to a Property which is already being supplied electricity by us and you have not signed up with us for the supply of electricity, you will still be required to pay us for the use of electricity from the time you take possession of the Property whether it be as a lessee, a tenant, an owner and/or an occupier and:
- (a) these Terms and Conditions will apply for the supply of electricity from the date that you took possession of the Property and whether or not you have signed up to an account with us;
  - (b) you will need to supply us with evidence of the date which you took possession of the Property and you must make arrangements with us for billing at the earliest day practical.

### **General**

- 1.3 If we are not supplying you with electricity when the Agreement comes into effect, then we will endeavour to commence supply of electricity to you as soon as possible.
- 1.4 These Terms and Conditions will remain in effect until we cease supplying electricity to your Property and all invoices and other amounts that you owe us are paid in full.

## 2. Changes to your Account, Disconnections and Reconnections

### **Your Account**

- 2.1 You, or your authorised agent, are able to make changes to your Account.
- 2.2 If more than one person is named as the customer on the Account then all the persons named on the Account are jointly and severally

responsible for meeting all the obligations of the customer for the Account.

- 2.3 Every person named as the customer on the Account must sign an application form with us accepting these Terms and Conditions and must give consent to having an Account with us.

### **Non-Payment of Invoices**

- 2.4 If you fail to pay any of our invoices in full by the due date stipulated on that invoice, and the unpaid amount is not subject to a current genuine dispute or (unless we believe that it is fair and reasonable in the circumstances to do so) the unpaid amount is based on an estimated usage amount, we or a Network Company may disconnect your electricity supply. We will give you at least seven (7) Business Days' notice before disconnecting you. All invoices and other amounts still outstanding will remain payable after your supply is disconnected and must still be paid in full together with any applicable Fees and Service Charges.

### **Breach of Terms and Conditions**

- 2.5 If you materially or persistently breach these Terms and Conditions, we, or a Network Company, may disconnect your electricity. We will give you at least seven (7) Business Days' notice before disconnecting your electricity. All invoices and other amounts still outstanding will remain payable after your supply is disconnected and must still be paid in full together with any applicable Fees and Service Charges.

### **Disconnection**

- 2.6 We will provide you with not less than seven (7) Business Days' prior notice in writing to your Billing Address by mail or by email before we disconnect your electricity supply.
- 2.7 We will give you a final warning by email, telephone or text message at least 24 hours before we disconnect your electricity supply.
- 2.8 Every notice we give you warning of disconnection will:

- (a) include information of the timeframe for the disconnection; and
- (b) will let you know what you need to do to avoid disconnection.

2.9 We will not disconnect your electricity on a Friday or on the day before a public holiday and we will only disconnect your electricity on a Business Day.

### **Disconnection or Disruption of Electricity Supply without Notice**

2.10 In some circumstances, we, or a Network Company, may disconnect or disrupt your electricity supply without notice. Disconnection or disruption may occur without notice:

- (a) for safety reasons;
- (b) where there is a Force Majeure Event;
- (c) if there is an emergency; or
- (d) for the purposes of load management by the Network Company.

2.11 In the event of a disconnection or disruption to your electricity supply without notice, we, or the Network Company, will restore your electricity supply as soon as reasonably practicable following the unplanned interruption.

2.12 In the event of an unplanned supply interruption we will use our reasonable endeavours to keep you informed as to progress with remedying the interruption.

### **Disconnection and Termination**

2.13 Except where a disconnection of your electricity supply is due to non-payment of an invoice, or a planned or unplanned supply interruption, we will only disconnect your electricity supply and/or terminate the Agreement if:

- (a) there has been a material or persistent breach of these Terms and Conditions by you and that breach has been clearly established and is not the subject of dispute resolution proceedings; or

- (b) there has been a material or persistent breach of any other agreement you have entered into with us related to supply of electricity to the Property and that breach has been clearly established and is not the subject of dispute resolution proceedings; or
- (c) we cease to have an agreement with the Network Company for the provision of electricity services on your electricity network.

## **Reconnection**

- 2.14 Following a disconnection of your electricity supply due to non-payment of an invoice or a material or persistent breach of these Terms and Conditions, reconnection will only be permitted after you have met all of our reasonable requirements to our satisfaction.
- 2.15 After you have met all of our reasonable requirements, which may include payment of all outstanding invoices and all other amounts that you owe us including all Fees and Service Charges, we will reconnect your electricity supply as soon as we practically can.

## 3. Pricing

### **Information about Pricing**

- 3.1 Information about our prices or pricing schedule of products and services available to you is available on our App and on our Website. You can also phone us to obtain information and discuss any available options.
- 3.2 A full schedule of our Fees and Service Charges are available for you to view our Website. You may incur Fees or Service Charges in circumstances such as late payment of invoices, disconnection or reconnection fees.
- 3.3 We will let you know (by giving you notice) if circumstances arise, or are likely to arise, where you may incur one or more Fees and Service Charges (for example, a late payment fee or a disconnection and/or reconnection fee). In our notice to you we will:
  - (a) give you reasonable notice and in any event not less than seven (7) Business Days' notice, of the circumstances before you incur the fee or charge; and

- (b) let you know what you can do (if anything) to avoid incurring the fee or charge, for example making full payment of an outstanding invoice to avoid a late payment fee.
- 3.4 You will be liable, from the date that these Terms and Conditions come into effect, for all Fees and Service Charges for all the products and services that we provide to you under these Terms and Conditions.

### **Changing your Plan or Additional Products/Services**

- 3.5 If you wish to change your pricing plan, products or services to another pricing plan, product or service offered to you then:
- (a) you can ask us to make the change;
  - (b) subject only to any reasonable restrictions applying to the pricing plan, product or service, we will make the change; and
  - (c) the change will occur within a timeframe of thirty days, except for a change from a low user rate to a standard rate which can only occur once per year.
- 3.6 If you ask us for a product or service that involves an additional cost then we will advise you of any additional costs that are known at the time you request that product or service, or if not known at the time, we will provide you with an estimate of the cost.

### **Price Increases**

- 3.7 In relation to any increase in the price of any product or service supplied to you under the Agreement:
- (a) the price increase shall come into effect not less than thirty (30) days from the date we give you notice of the price increase; and
  - (b) the notice of the price increase will either be displayed on our App and/or on our Website, given to you in writing by hand, prepaid mail, facsimile or by email to your Billing Address

provided that if the increase is to any one of our Fees and Service Charges or to the total invoiced price of the electricity supplied is more than 5% (and, in the case of Fees and Service Charges, the increase is reasonably likely to have a material effect on you) then a separate notice of the increase will be individually communicated to you in writing as soon as possible; and

- (c) our notice to you regarding the price increase will include an explanation as to the reason for the increase.

## 4. Electricity Supply and Support

### **Electricity Supply**

- 4.1 We agree to supply electricity to you according to these Terms and Conditions.
- 4.2 Electricity supplied by us will be supplied in a manner consistent with all legal obligations relating to the supply of electricity and in accordance with good industry practice in New Zealand and with any relevant industry protocols and codes of practice.

### **Supply Interruptions**

- 4.3 You can report a supply interruption and access information about a supply interruption by phoning our 24 Hour Service Number or by visiting our Website. Information about an electricity supply interruption will be updated in accordance with good industry practice in New Zealand.
- 4.4 If there is an issue with your electricity supply we will provide you with access to our 24 Hour Service Number to resolve faults of supply. Your Network Company will solve most local faults. If the fault is on your Property or relates to your supply line from the point where it connects with the network line, then you may need to pay for the repairs of a fault or call out.

### **Planned Interruptions**

- 4.5 Supply of power to your Property is sometimes interrupted due to line maintenance or other network related activities. We will give you no

less than four (4) days' notice of a planned interruption to your electricity supply unless:

- (a) you agree otherwise; or
- (b) the interruption is urgently required and was not reasonably foreseeable, meaning that four (4) Business Days' notice is not possible and in which case, we will give you as much notice of the interruption as reasonably possible.

4.6 You can access information about a planned electricity supply interruption by phoning our 24 Hour Service Number or by visiting our Website. Information about an electricity supply interruption will be updated in accordance with good industry practice in New Zealand.

4.7 ID Power will restore your electricity supply as soon as reasonably practicable following a planned interruption.

### **Compensation for Supply Interruption**

4.8 If we receive compensation from a third party (such as a Network Company or Transpower) for losses resulting from the interruption of supply, then we will pass on an appropriate portion of that compensation to you if your supply was interrupted and, if you ask us, then we will provide you with an explanation of how the amount passed on to you was determined.

### **Electricity Fluctuations**

4.9 To the maximum extent permitted by law, we are not responsible to you for any damage caused to your Property by fluctuations in voltage or frequency in the power we supply. In some cases such damage may be covered by an insurance policy and you should contact your insurance provider if you have questions about potential damage. Steps that you can take to protect yourself against situations and risks that we cannot reasonably control include the use of surge protection devices to protect sensitive appliances from voltage spikes and disconnecting sensitive equipment during an electrical storm.

## **Supply Continuity**

4.10 If we have or we are 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.

## **ID Power Support**

4.11 For billing and account issues we will provide you with email and phone support for solving issues during our normal office hours.

4.12 For Apps and other support we will provide email and phone support for solving issues during our normal office hours.

## 5. Electricity Usage

### **Measuring usage**

5.1 We will measure your electricity usage using metering equipment installed on or around your Property.

5.2 If required we will arrange to have your meter upgraded to be suitable with our System. This may involve a third party metering provider. Any required upgrading may incur a charge to you in accordance with our Fees and Service Charges.

5.3 Due to our variable rate billing, we require metering services that are able to report electricity usage for each 30 minute period. If your existing meter does not support our System we will require it to be upgraded. If there is a cost to upgrade your equipment, we will obtain your agreement to pay that cost before upgrading your meter.

5.4 In the event that we have missing data from your meter we may estimate your electricity usage or, if it is a connection problem, we may send a meter reader to your property to make the reading.

5.5 If you believe that our metering equipment is not measuring correctly, tell us and we will test it. We may also decide to test it if we believe it is not working correctly. In this case if it is found to be outside of Industry Standards we will work out your actual electricity usage and debit or credit your account accordingly. If you request your meter to be tested and it is found to be accurate we may charge you for the meter testing.

- 5.6 If your meter fails for any reason we will have it serviced as quickly as possible. We will require you to provide access for our service agents to your Property. If the meter failure is caused either directly or indirectly by you, then we may charge you for the servicing in accordance with our Fees and Service Charges. You acknowledge that meter failures may occur due to new construction on your Property affecting cellular coverage.
- 5.7 If any damage occurs to our equipment or any meters or associated equipment then we will only require you to pay the reasonable costs of repair or replacement where the damage can be attributed to you.
- 5.8 At any time while we are supplying your electricity if for any reason your meter is not able to measure or report the electricity usage for every 30 minute period then we will use the total electricity amount supplied to you over a period and apply a standard profile to allocate what pricing on the spot market applies for each portion of that total. This is in accordance with standard industry practice. We will make arrangements to get your meter repaired or upgraded as soon as possible if this circumstance applies to you.
- 5.9 In no circumstances will we be liable to you for any meter failure or any delay in the required servicing or upgrading of your meter.
- 5.10 We will read your meter not less than once every four months and we will comply with all Regulations and Industry Standards in relation to metering.
- 5.11 The point of connection of your Property to the electricity supply is in most circumstances likely to be on a power pole outside the boundary of the property or underground outside the boundary of the property. If you phone our 24 Hour Service Number, we will provide you with information about how you can find out where the actual point of connection is, including who you can contact to try to get that information if it is not held by us.

## 6. Your Obligations

### **Obligations**

- 6.1 You must provide us with reasonable access to your Property where it is necessary for us to be able to provide our services and perform our obligations under these Terms and Conditions.

- 6.2 You must follow any reasonable instructions provided by us in relation to our services, System and hardware.
- 6.3 You must promptly notify us as soon as you become aware of any issue or fault in our services, System or hardware.
- 6.4 You must not tamper with, interfere, damage or allow anybody else to tamper with, interfere or damage any of our equipment or electricity meters located on or around the Property. You understand that if you tamper with an electricity meter then you may be held criminally liable.
- 6.5 You must ensure that you maintain, to a reasonable standard, a continuous internet connection to your property which adequately connects to our hardware.
- 6.6 You must comply with all Line Function Services safety and technical requirements provided for under any Regulations or Industry Standards and the reasonable technical requirements of the Network Company (if applicable). You can access information about those requirements by phoning our 24 Hour Service Line or by contacting your Network Company.

## 7. [Your circumstances including a change in your circumstances](#)

### **Your Circumstances**

- 7.1 It is your responsibility to inform us if there is a change in your circumstances.

### **Moving House, Switching Providers or Disconnection**

- 7.2 If you are moving house or you wish to switch to another electricity provider or if for any other reason you want your electricity supply to your Property disconnected, then you can terminate our Agreement by giving us notice.
- 7.3 You need to let us know at least ten (10) Business Days in advance of the date that you are moving house, switching providers or want your supply disconnected. You may incur a charge for disconnection and/or reconnection. Our current Fees and Service Charges are available on our Website and are subject to change.

- 7.4 If you are switching to another electricity provider, the termination of our Agreement will be effected in accordance with Regulations and Industry Standards relating to switching and we will facilitate the switch.
- 7.5 If you want to permanently disconnect your electricity supply then we will cease your electricity supply as soon as reasonably practicable after you give us notice of termination (but while always ensuring that disconnection occurs safely).

## 8. Invoices

### **Invoicing and Usage**

- 8.1 You will pay us for your electricity usage based on our Primary Pricing calculated using our System over the relevant period. GST shall be paid by you at the rate applicable at the time of our invoice.
- 8.2 Unless you have agreed with us otherwise, we will invoice you weekly by email. You are required to make prompt payment of our invoice by the due date specified on our invoice. Eligibility for our Primary Pricing is conditional on payment being made by direct debit and in cleared funds on or before the due date stipulated on our invoice.
- 8.3 Our invoice will include sufficient information to enable you to check the invoiced amount(s), including separately itemising:
- (a) the quantity and cost of the electricity supplied (or estimated to have been supplied);
  - (b) any relevant Fees and Service Charges; and
  - (c) any other products or services.
- 8.4 Our invoice(s) may not separately itemise amounts charged for Line Function Services.
- 8.5 Although we will use our reasonable endeavours to bill you based on actual usage over our billing periods, in the event that an estimated

usage is included on your invoice then you will be required to pay the estimated amount. In that event:

- (a) our invoice will clearly set out where an estimate has been used;
- (b) our invoice will state that we will provide, on request a simple explanation of how our estimates are calculated;
- (c) you will be given the opportunity of reading your own meter and giving the readings to us until we can arrange for the meter to be read; and
- (d) we will amend any of our estimations if you are able to provide us with valid meter readings for the appropriate period.

8.6 Our billing and payment information will include the identifier number or numbers of all installation control points at the Property (and, where our bill includes charges for both electricity and Line Function Services, the name of the Network Company).

8.7 If you fail to pay any part of an invoice by the specified due date, in addition to any other rights we have, we may:

- (a) disqualify you for the Primary Pricing for the invoice period (and in that event, we will re-invoice you for our full standard charges, which are available on our Website);
- (b) charge you a reasonable administration fee for default;
- (c) charge you penalty interest on the amount outstanding from the due date for payment until the actual date of payment at the rate of 1% per month; and
- (d) disconnect your electricity supply in accordance with these Terms and Conditions.

8.8 If we make an error during our invoicing and we charge you an incorrect amount, then upon becoming aware of the error, we will:

- (a) promptly refund or credit to you any amount that has been overcharged; or
- (b) invoice you for any underpayments, but only to the extent reasonable taking into account whether we or you contributed to the error or either of us could reasonably have been expected to know of the error.

8.9 If you are not responsible for the lateness of an invoice:

- (a) if the invoice is sent more than two (2) months after the end of the period to which it relates, then you have at least the length of time covered by the invoice to pay it;
- (b) if an invoice is more than three (3) months late, we should negotiate an appropriate discount with you; and
- (c) no interest will be payable on any incorrect or late bills.

8.10 We offer weekly invoicing by email or fortnightly invoicing by post. Please contact us by email or through the App if you would like to change your billing frequency.

8.11 If we intend to change any currently offered alternative payment mechanism then we will give you reasonable notice and adequate information to explain the changes to you before the change takes effect and in any event not less than thirty (30) days' notice before the change takes effect.

8.12 If at any time we do not offer a pre-payment option, then, if requested by you to do so, we will provide you with information about other electricity companies that do offer a pre-payment option.

## 9. [Access](#)

### **Access Rights**

- 9.1 We (including our employees and agents) and any third party that we appoint (including the Network Company) have the right to gain access to the Property.
- 9.2 If you do not grant us access to the Property, or make it difficult for us to gain access to the Property, then you will be in material breach of this Agreement and will be deemed to have requested that we resolve such access issues and to accept any costs reasonably incurred in relation to resolving such issues (including any applicable callout or other fees). Such additional reasonable costs may include the cost of the equipment and services that we determine are required to resolve such access issues. To avoid doubt, such reasonable fees may include one-off and/or ongoing fees. If we are unable to resolve any access issues, we may disconnect the supply of electricity to the Property in accordance with clause 2.6 and following the issue of a final warning in accordance with clause 2.7.
- 9.3 Except in routine situations (such as, for example, reading or inspecting a meter that is located on the outside of a building) or in an emergency, before accessing the Property, we or the third party we appoint will provide written notice to you of:
- (a) when we or the third party will be accessing the Property; and
  - (b) the purpose of the access by us or the third party to the Property
- 9.4 Our notice for access will be given:
- (a) at least ten (10) Business Days prior to the intended access if we or the third party intend to enter the Property to undertake construction, upgrade, repair or maintenance work (or any other time agreed by us or the third party and by you); or
  - (b) within a reasonable timeframe where we or the third party intend to inspect or operate any equipment used in, or in connection with, the generation, conversion, transformation or conveyance of electricity.

- 9.5 When accessing the Property, we and our employees and agents or the third party will:
- (a) take all reasonable steps to minimise any direct impacts on the Property and any inconvenience to you; and
  - (b) 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, avoiding access through specific areas).
- 9.6 When accessing the Property, we or the third party will require our/its agents and employees to:
- (a) carry identification that shows they are our authorised representatives and present this identification to you on request; and
  - (b) identify themselves to you before entering the Property; and
  - (c) act courteously, considerately and professionally at all times.
- 9.7 You must tell us, our agents, employees or the third party of any circumstances regarding health and safety that may affect any person while accessing the Property. You must comply with all health and safety laws and regulations and if relevant, provide us, our agents, employees or the third party with health and safety equipment while accessing the Property.
- 9.8 We have procedures to ensure the secure storage, use of and return of any keys and/or other security information for the Property that is in our possession or the possession of the third party. You can access information containing these procedures on our Website.

## 10. [Electricity Authority](#)

### **Our obligations**

- 10.1 The Electricity Authority may (by notice to you) do the following:

- (a) Require us to provide information about you to the Electricity Authority;
- (b) Transfer all or part of our rights and responsibilities under these Terms and Conditions to another electricity retailer (new retailer), with notice to you;
- (c) to amend these Terms and Conditions so as to be consistent with, or more favourable than, the standard contract that a new retailer would normally have offered you immediately before the transfer; and
- (d) to amend these Terms and Conditions to include a minimum term, so that you must stay with the new retailer for that minimum term unless you pay a cancellation fee.

10.2 Should we already have a legal arrangement in place with another electricity retailer, we may perform the items in this clause in order to expedite the transfer process to the new retailer and to ensure a continuation of supply of electricity to your Property.

## 11. [Privacy policy](#)

### **ID Power Privacy Policy**

- 11.1 You allow us to collect, store, use, disclose to third parties and secure your personal information (including information that relates to your electricity supply and consumption).
- 11.2 Our Privacy Policy is available on our Website and you can obtain information about how we collect, use, disclose and store your personal information on our Website.
- 11.3 We can change our Privacy Policy with a minimum of 30 days' notice. That notice will be provided to you by email and also published on our Website.
- 11.4 Our Privacy Policy will comply with all our obligations under the Privacy Act 1993 and all your personal information will be kept by us in accordance with the Privacy Act 1993.

11.5 You must provide us with complete and correct information and if you become aware that your information is incomplete or has changed then you must tell us as soon as possible. If you do not provide us with all the information that we request then this may constitute a breach of these Terms and Conditions.

## 12. [Liability and Rights](#)

### **Your Statutory Rights**

- 12.1 Nothing in these Terms and Conditions will remove your minimum rights granted by law under the Consumer Guarantees Act 1993 or the Fair Trading Act 1986 and the electricity supplied by us will comply with our obligations under the Consumer Guarantees Act 1993.
- 12.2 If we cause damage to your Property by not taking reasonable care, and that damage was reasonably foreseeable, then (subject to any rights you may have under the Consumer Guarantees Act 1993) we will either pay the costs of repairing the damage or pay the costs of replacing the damaged property (at our discretion) up to a maximum of \$10,000 for any single event or series of closely related events.
- 12.3 To the maximum extent permitted by law, we are only responsible for direct loss that we cause and not for any indirect or consequential loss, or loss of profits, or loss of business or any similar claims.
- 12.4 To the maximum extent permitted by law, if for any reason we are found to be liable to you, our total amount of financial responsibility to you under these Terms and Conditions is limited to \$10,000 for any single event or series of closely related events.
- 12.5 If you or any of your invitees damage or allow damage of equipment or any meters, we may require you to pay the reasonable cost of repair or replacement up to \$10,000 for any single event or series of related events. This limit does not apply to your obligation to pay for electricity.
- 12.6 The Consumer Guarantees Act 1993 applies to you if you are a consumer under these Terms and Conditions but it does not apply to you if you are using electricity for the purposes of business.

## 13. Complaints

### **Raising a Complaint**

- 13.1 If you wish to raise a complaint with us then you should first contact us to try and resolve your complaint.
- 13.2 You can make a complaint to us at any time by email or phone. Once we have received your complaint we will acknowledge receipt of the complaint within two (2) Business Days. If your complaint involves the Network Company we may work with them to resolve the complaint.
- 13.3 As we work to resolve your complaint we will update you of progress. If it takes us longer than twenty (20) days to resolve the complaint we will notify you of the reasons for the delay and give you an estimate of how much longer it will take.
- 13.4 We will notify you of our final decision on a complaint and if you are not satisfied then you have the options to take the complaint to Utilities Disputes, to the courts or to the Disputes Tribunal as appropriate.

### **Utilities Disputes Limited**

- 13.5 We are a member of Utilities Disputes. You can find information about Utilities Disputes on its website, [www.utilitiesdisputes.co.nz](http://www.utilitiesdisputes.co.nz).
- 13.6 If you are not satisfied with our resolution efforts after making a complaint to us you can refer the matter to Utilities Disputes within two months of the time when we give our final decision or resolution or if the complaint is unresolved after twenty (20) Business Days. Utilities Disputes will provide an independent resolution to any complaint.

## 14. Apps, Website and Hardware

### **Apps and Real Time Pricing**

- 14.1 We provide you with Apps that allow you to configure your Account and electricity supply settings and view Real Time Prices along with hardware for power control and web information and services.
- 14.2 Real Time Prices will not provide you final pricing for your billing but should give you a clear indication of what the final price will be. Real Time Prices are not calculated by ID Power but we present the information to you based on information received by us. The accuracy of Real Time Prices for any given period is not guaranteed by ID Power.
- 14.3 App and Website functionality are to enhance our basic electricity supply service to you. They are not fundamental or material to our service. If the App and/or the Website is down our service charges and electricity supply rates remain the same.
- 14.4 Our power saving is based on Real Time Prices and historical information processed through algorithms. We do not in any way guarantee that the lowest possible pricing of your power for any requirements will be achieved. We are not liable to you for any price differential between the electricity price that was achieved and the electricity price that could have been achieved. Our service, System and hardware are designed to try to achieve best pricing but in no way do they guarantee the result.
- 14.5 ID Power is not responsible for the costs of running Apps or hardware, including but not limited to the costs of electricity consumed, data charges and infrastructure technology charges related to setting up Apps or hardware or resolving issues. We offer limited free support for our App and hardware after which we charge for support. This helps us offer best pricing to all our customers without a large support overhead which would need to be passed on to all customers.

## 15. [Intellectual Property](#)

### **Intellectual Property**

- 15.1 All Intellectual Property in the System, hardware, App and Website is our sole and exclusive property.

15.2 You shall not do, or permit anyone else to do, anything that would or may allow any third party to use the Intellectual Property.

## 16. Default and Termination

### **Our Rights on Default**

16.1 If you do not comply with any of your obligations under these Terms and Conditions and/or our Agreement, including your obligations in relating to metering, then, in addition to any other rights we have under these Terms and Conditions, we may:

- (a) disconnect your electricity supply in accordance with these Terms and Conditions;
- (b) take legal action against you;
- (c) charge you for the various costs related to the breach of your obligations; and/or
- (d) terminate the Agreement with you.

### **Critical Medical Equipment and Health**

16.2 If you or someone at your Property requires electricity for critical medical equipment and provided we have been supplied with evidence to this effect, we will not disconnect your electricity due to unpaid invoices.

16.3 You must tell us if you or someone else who lives at the Property has a real and genuine threat to health or wellbeing because of health, age or disability or your financial circumstances change and you experience temporary or permanent financial hardship that makes it genuinely hard for you to pay the electricity we supply to you. Provided we have been supplied with evidence of those matters, we will not disconnect your electricity due to unpaid invoices.

### **Termination**

16.4 This Agreement shall terminate:

- (a) if we have disconnected your electricity supply under clauses 2.4, 2.5 or 2.13; or
- (b) if we disconnect your electricity because you are vacating the Property, you have switched to another electricity retailer or if for any other reason you want your electricity supply disconnected under clause 7.2.

### **Following Termination**

- 16.5 After termination you will still be liable for all Invoices that you owe us under these Terms and Conditions and for electricity usage up to the date of disconnection.
- 16.6 Following termination of this Agreement you must immediately cease use of our equipment and on our request you shall promptly return any of equipment in your possession to us.
- 16.7 Clause 15 (Intellectual Property), clause 16.5 (Consequences following Termination) and any other clauses which are intended to have continuing effect shall continue after termination of the Agreement.

## 17. [Miscellaneous](#)

### **General**

- 17.1 These Terms and Conditions are governed by and construed according to the laws of New Zealand and are subject to the exclusive jurisdiction of the Courts of New Zealand.
- 17.2 The illegality, invalidity or unenforceability of any provision of these Terms and Conditions under any law shall not affect the legality, validity or enforceability of any other provision of these Terms and Conditions.
- 17.3 Any failure, delay or omission by a party to enforce or require compliance with any provision of these Terms and Conditions will not affect or impair that party's right to enforce or require compliance with the provision or to seek any appropriate remedy in respect of a breach of the provision.

- 17.4 Any notice to be served on you pursuant to these Terms and Conditions, unless expressly specified otherwise, must be in writing and may be delivered to you by hand, prepaid mail, facsimile or email to your Billing Address.
- 17.5 You cannot transfer any of your rights and obligations under these Terms and Conditions to any other person.
- 17.6 We may change these Terms and Conditions at any time but we will give you at least 30 days' prior notice of the changes. We will make every effort to explain the reasons for any changes.
- 17.7 We may transfer all or any parts of our rights and responsibilities under these Terms and Conditions to any another electricity supplier. We will give you at least 30 days' notice of a transfer which will include contact details for your new electricity supplier and a timetable for the transfer.
- 17.8 Clause 16.7 (allowing us to transfer our rights and obligations under these Terms and Conditions to another electricity supplier) and clause 10.2 (that allows the Electricity Authority to transfer your Account to another retailer and amend your electricity contract) are also intended for the benefit of and are enforceable against you by the Electricity Authority under the Contracts (Privity) Act 1982. Notwithstanding any other provision of these Terms and Conditions, clauses 16.7 (allowing us to transfer our rights and obligations to another electricity retailer) and 10.1 (allowing the Electricity Authority to transfer the Agreement to another retailer) cannot be amended without the consent of the Electricity Authority.

## 18. [Definitions and Interpretation](#)

### **Definitions**

- 18.1 In these Terms and Conditions, unless the context requires otherwise:
- (a) "24 Hour Service Number" means the 24 hour service number displayed on our Website and the App;
  - (b) "Agreement" means the agreement between you as the customer and ID Power for the supply of electricity to a Property in accordance with these Terms and Conditions;

- (c) “App” means the mobile device app that we offer you for use in support of our electricity supply services;
- (d) “Billing Address” means the address for billing that you notify us from time to time;
- (e) “Business Day” means a day other than a Saturday, Sunday or public holiday in New Zealand;
- (f) “Electricity Authority” means the Electricity Authority of New Zealand, an independent Crown entity responsible for regulating the electricity market;
- (g) “Fees and Service Charges” means the fees and service charges that may be charged to you from time to time in certain circumstances and which are available to view on our our Website;
- (h) “Force Majeure Event” means an event or circumstance that is outside of our control and which may adversely affect the proper working of the electricity distribution network or transmission system including but not limited to events such as a fire, earthquake, flood or storm or where there are adverse weather conditions or damage by a third party;
- (i) “Industry Standards” means any accepted industry arrangements, guidelines, protocols or other voluntary standards;
- (j) “Intellectual Property” means all intellectual property rights to and all copyright in the System, software, hardware, concepts, specifications, technology, patentable inventions and documents in connection with the service provided by us;
- (k) “Line Function Services” has the meaning set out in section 2 of the Electricity Act 1992;
- (l) “Network Company” means a company that operates a local electricity network for conveying electricity and provides Line Function services to electricity suppliers or directly to consumers;

- (m) “Primary Pricing” means the primary pricing specified on our Website;
- (n) “Privacy Policy” means our policy relating to the privacy of your personal information and electricity usage;
- (o) “Property” means the property that we are or will be supplying electricity to in accordance with these Terms and Conditions being either the property that you identify in your application form or the property that you take possession of for which we are already supplying electricity;
- (p) “Real Time Prices” means pricing for power that changes every 30 minutes, further details of which can be found on our Website;
- (q) “Regulations” means any regulations, rules, codes of practice, or other requirements established in law;
- (r) “Service” means the electricity supply service and any other services being or to be supplied by us to you in accordance with these Terms and Conditions;
- (s) “System” means our back end server, the App, the Internet access point and the power eco nodes ;
- (t) “Terms and Conditions” means these terms and conditions;
- (u) “Transpower” means Transpower New Zealand Limited;
- (v) “Us/we/our” means ID Power Limited, a registered company incorporated in New Zealand under company number 6203827 with its registered office in Auckland;
- (w) “Utilities Disputes” means Utilities Disputes Limited;
- (x) “Website” means our website at [www.idpower.co.nz](http://www.idpower.co.nz); and
- (y) “You/your” means you, the customer.

## **Interpretation**

18.2 In these Terms and Conditions:

- (a) References to the singular shall include the plural, the masculine shall include the feminine, and vice versa;
- (b) A reference to “parties” means us and you, the customer and “party” shall be construed accordingly and a reference to a party includes that party’s personal representatives/successors, administrators, executors and permitted assignees.